



May 15, 2023

Resolution No. 1, 2023

Council Member Hayner presented the following Resolution and moved its adoption:

ADOPT EMPLOYEE HANDBOOK

WHEREAS, an Employee Handbook documents the legal obligations of an employer, the rights of an employee, contains important information on policies and procedures, and details what employees need to know about their workplace and benefits; and

WHEREAS, as employment law is an ever-changing area, it is important to keep an updated Employee Handbook.

NOW, THEREFORE BE IT,

RESOLVED, that the Common Council hereby adopts the City of Johnstown Employee Handbook attached hereto, replacing all previous employee handbooks issued prior to the date of this edition and shall become effective immediately.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on May 15, 2023

Carrie M. Allen, City Clerk

Resolution # _____, 2023 is hereby approved

Amy Praught, Mayor

CITY OF JOHNSTOWN EMPLOYEE HANDBOOK



May, 2023

Table of Contents

| | |
|---|----|
| INTRODUCTION | 4 |
| APPEARANCE AND CONDUCT..... | 4 |
| HOURS OF EMPLOYMENT/WORK WEEK | 4 |
| LUNCH / BREAKS | 5 |
| OVERTIME, COMPENSATORY TIME..... | 6 |
| TIME RECORDS, TARDINESS, ABSENTEEISM..... | 6 |
| PAYDAYS..... | 6 |
| CLASSIFICATION OF EMPLOYMENT | 7 |
| RESIDENCY REQUIREMENTS | 7 |
| LONGEVITY | 8 |
| ETHICS..... | 8 |
| DISCIPLINE..... | 10 |
| DISCLOSURE OF INFORMATION | 10 |
| EQUAL EMPLOYMENT OPPORTUNITY | 11 |
| SEXUAL & DISCRIMINATORY HARASSMENT POLICY | 12 |
| DRUG FREE WORKPLACE POLICY STATEMENT..... | 15 |
| EMPLOYEE ASSISTANCE PROGRAM..... | 16 |
| DRUG TESTING..... | 16 |
| POLITICAL PARTICIPATION | 17 |
| SOLICITATION POLICY..... | 17 |
| HEALTH INSURANCE (INCLUDING DENTAL AND VISION COVERAGE) | 17 |
| MEDICARE PART B..... | 20 |
| SMOKING POLICY | 21 |
| LEGAL COVERAGE/INDEMNIFICATION | 21 |
| DEFERRED COMPENSATION (Additional Retirement)..... | 21 |
| DISABILITY INSURANCE..... | 22 |
| CAFETERIA PLAN | 22 |
| RETIREMENT PLANS | 22 |
| JURY DUTY | 22 |
| LEAVE ACCRUALS / USE OF | 22 |
| HOLIDAYS | 23 |
| VACATION..... | 24 |
| SICK LEAVE | 24 |
| BEREAVEMENT LEAVE..... | 25 |
| MILITARY LEAVE..... | 25 |
| PERSONAL LEAVE | 25 |
| LEAVE OF ABSENCE WITHOUT PAY | 26 |
| FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY | 26 |
| REDUCTIONS IN FORCE | 30 |

| | |
|---|----|
| CITY PROPERTY/EQUIPMENT | 30 |
| COMPUTER USE POLICY | 31 |
| SNOW AND EMERGENCY DAYS | 33 |
| TRAVEL (Reimbursement) | 33 |
| DISCRIMINATION AND / OR HARASSMENT COMPLAINT FORMS | 34 |
| STANDARD WORK DAY - EXHIBIT "A" | 37 |
| LONGEVITY INCREMENTS - EXHIBIT "B" | 38 |
| HEALTH INSURANCE NOTICE OF BUYOUT - EXHIBIT "C" | 39 |
| LEAVE OF ABSENCE FOR VETERANS ON MEMORIAL DAY AND VETERANS' DAY - EXHIBIT "D" | 40 |
| GENERAL MUNICIPAL LAW SECTION 207-C FOR POLICE & FIRE APPLICATION - EXHIBIT "E" | 42 |
| COMPUTER USE POLICY RECEIPT OFACKNOWLEDGEMENT | 45 |
| EMPLOYEE HANDBOOK RECEIPT OFACKNOWLEDGEMENT | 46 |

INTRODUCTION

As a City of Johnstown employee, it is your responsibility to provide the public with service of the highest quality. Regardless of position, employees play a large role in the City's programs to serve the needs of the community.

As an employer, the City of Johnstown will strive to offer you good working conditions, fair pay and opportunities for advancement. In return, employees are expected to be valuable and conscientious members of a team whose mission is to provide efficient and effective service.

The City has established standards of conduct governing employees in the workplace. These personnel policies are designed to conform to existing state laws and to maintain a proper work atmosphere for the mutual benefit of the City and the employees. This handbook was developed in an effort to clarify the personnel issues and policies common to all employees. It serves as a supplement and does not supersede contract language, Civil Service laws, rules or regulations or the City Codes. In the event any provision of this handbook conflicts with a provision of a collective bargaining agreement, the language of the collective bargaining agreement will control. The purpose of this handbook is to make existing policy more explicit and covers areas where questions are likely to arise. The City reserves the right to modify or change the provisions of this handbook from time to time at its discretion. As policy changes, new pages will be issued to keep the handbook updated.

This handbook is not intended to create a contract of employment, nor is it intended to alter in any way the rights afforded to employees by the Civil Service Law, collective bargaining agreements, or any other applicable state or local laws.

APPEARANCE AND CONDUCT

All City employees are expected to remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the City. Employee appearance and conduct is expected to be such that it will contribute to a positive public image of the City and its employees. Employees are expected to maintain an adequate knowledge of the operations of their Department so that, if placed in a position of contact with the public, they may give an accurate description of the functions of that Department. All employees are required to be courteous in their relationships with the public and to give helpful and accurate information when necessary. In carrying out the functions of their Departments, all employees shall direct and coordinate their efforts to establish and maintain the highest standards of efficiency and effectiveness.

Employees shall be subject to applicable Civil Service laws, collective bargaining agreements and the satisfactory performance of work, necessity for the work and the availability of funds.

HOURS OF EMPLOYMENT/WORK WEEK

The basic work week, unless modified by a collective bargaining agreement, shall run Monday through Friday, except for those in continuous operations. The hours of operation are set by the City. This provision remains subject to review and/or revision by the Office of the Mayor.

*Work Day defined in Resolution No. 35, 2023 Exhibit A (p.37)

LUNCH / BREAKS

Time allowed for meals – Section 162 of the New York State Labor Law. Who is covered by Section 162 of the Labor Law? All private and public sector employers and their employees who work in New York State are covered by the law. However, the law contains different requirements for factory workers and non-factory workers.

1. Factory Workers are entitled to a 60-minute lunch break between 11:00 a.m. and 2:00 p.m. and a 60-minute meal break at the time midway between the beginning and end of the shift for all shifts of more than six hours starting between 1:00 p.m. and 6:00 a.m. and lasting more than six hours.
2. Non-Factory Workers are entitled to a 30-minute lunch break between 11:00 a.m. and 2:00 p.m. for shifts six hours or longer that extend over that period and a 45-minute meal break at the time midway between the beginning and end of the shift for all shifts of more than six hours starting between 1:00 p.m. and 6:00 a.m.
3. All Workers are entitled to an additional 20-minute meal break between 5:00 p.m. and 7:00 p.m. for workdays that extend from before 11:00 a.m. to after 7:00 p.m.

Are employees required to be paid for meal period time?

1. Meal periods that meet statutory requirements are not required to be counted as “hours worked” and employees are not required to be paid for such time.
2. As the Standard Work Day for non-union employees is seven (7) hours, an employee who elects to take a lunch during the course of their seven (7) hour workday will not be paid for such time and must make up for the time used either by coming in early or staying later in order to fulfill the seven (7) hour workday.

Ex. City Hall hours are 8:00 a.m. – 3:00 p.m. The account clerk would like to leave for lunch at 11:30 a.m. and return at 12:30 p.m. The standard workday has not been met. The account clerk would need to remain at work until 4:00 p.m.

In administering this statute, the following interpretations and guidelines apply:

1. Employee Coverage: Section 162 applies to every “person” in any establishment or occupation covered by the Labor Law. Accordingly, all categories of workers are covered, including white-collar management staff.
2. Shorter Meal Periods: The Department will permit a shorter meal period of not less than 30 minutes as a matter of course, without application by the employer, so long as there is no indication of hardship to employees. A meal period of not less than 20 minutes will be permitted only in special or unusual cases after investigation and issuance of a special permit.
3. One Employee Shift: In some instances where only one person is on duty or is the only one in a specific occupation, it is customary for the employee to eat on the job without being relieved. The Department of Labor will accept these special situations as compliance with Section 162 where the employee voluntarily consents to the arrangements. However, an uninterrupted meal period must be afforded to every employee who requests this from an employer. To demonstrate that voluntary consent to such one-employee shifts has been given, an employer must explain to the employee that:
 - a. The nature of the industry in which the employer operates necessitates one-employee shifts,
 - b. The employee’s meal periods may be interrupted, and
 - c. The employer must obtain an acknowledgement, preferably in writing, by the employee, either:
 - When the employee is hired, or
 - Before the time the employee would be expected to give up his/her uninterrupted meal periods. An employer cannot use mere acceptance of a job or continued employment without objection as an acknowledgement. If an employee works through a meal period due to one-employee shift requirements, the employee must be paid for such meal period. Once an affirmative acknowledgement is given by an employee, it cannot be revoked without a change in circumstances.

OVERTIME, COMPENSATORY TIME

The city will follow New York State Labor Law and the Fair Labor Standards Act which stipulates that an employer shall pay eligible employees for over time at a rate of 1.5 times the employee's regular rate (plus increments for longevity and licenses) for hours worked in excess of 40 hours. Exempt positions are not eligible employees. Exempt positions include but not limited to; Deputy Treasurer, Human Resource Manager, Engineer, Deputy Engineer, Police Chief, Police Captain, Fire Chief, Executive Director of the Johnstown Senior Center and City Attorney. **Elected** officials would fall under the exempt classification as well; of which includes the Mayor, Council Members, and Treasurer.

An exempt employee may take compensatory time in place of receiving overtime pay if approved.

- The amount of compensatory time earned is capped at 35 hours per year.
- Compensatory time earned must be reported to payroll personnel.
- Compensatory time used must be reported to payroll personnel the week used.
- Requests to be paid out for compensatory time must be received no later than November 30th.
- Compensatory time earned after December 1st must be taken as time off.
- All compensatory time must be used by December 31st of the year earned.
- Compensatory time cannot be carried over to the subsequent year.
- Compensatory time **MUST** be approved by the Mayor

*Resolution No. 36, 2022 – Compensatory time

*Resolution No. 37, 2022 – Overtime/ Amends Resolution No. 78, 2019

*Resolution No. 72, 2022 – Overtime – Exempt Positions

TIME RECORDS, TARDINESS, ABSENTEEISM

Each hourly employee must have his/her attendance recorded on a time card or attendance sheet. Falsification of this time record is cause for dismissal. Employees are required to report for work on time, both in the morning and after the lunch break. Reporting in late is tardiness and tardiness will result in a payroll deduction. If it is determined that an employee is habitually tardy, s/he may be subject to appropriate disciplinary measures as provided by the Civil Service Law or applicable collective bargaining agreement.

Absenteeism is any failure to report for or remain at work as scheduled; regardless, of the reason.

PAYDAYS

In general, payroll periods run (Sunday - Saturday). Payroll deductions can be made for items offered through the City such as deferred compensation, credit union, savings bonds, and life insurance. Information and appropriate forms for payroll deductions are available from the Human Resource's Office.

One-week notice must be given to Department Head and the necessary form filed with the Human Resource Officer in order to request advance vacation pay, unless otherwise detailed by the applicable collective bargaining agreement. Such an advance may not exceed the amount of vacation accumulated, and in no case may exceed two weeks, unless authorized by the Mayor or by a particular collective bargaining agreement.

Individuals **elected** by the City of Johnstown will receive any compensation due the last payroll period of the month for that month. This will include the Mayor and Common Council Members.

Effective January 1, 2007, the City payroll will be bi-weekly.

CLASSIFICATION OF EMPLOYMENT

The following applies unless otherwise specifically provided for in the civil service rules of the County of Fulton or in a Collective Bargaining Agreement.

Competitive Class Employees: A competitive class employee is one who is required to take a civil service test for permanent appointment to a particular job title. The individual must score among the top three highest scores to be eligible for appointment and must meet all other job requirements.

Non-Competitive Class Employees: A non-competitive class employee is one appointed to the job without the need to take a civil service examination; however, certain minimum job requirements will exist as detailed in the civil service job description.

Exempt Employee: Positions in the "exempt" class are those for which competitive or non-competitive examinations are not required nor given. The County Civil Service Department determines, together with the City, which job titles fall within this classification

Appointed Public Officers: The City Charter and Code determines which job titles are to be appointed, the process of appointment, renewal and/or termination.

Part-Time Employees: A part-time employee is one who is employed on a regular (year- round) basis to work less than a normal workweek; usually there is a maximum of one-half regular time. Part-time employees will receive no benefits unless otherwise stated in this Handbook.

Temporary employee: A temporary employee is one appointed to a position which is established only for a short duration or an appointment to a permanent position which is temporarily vacant. Such an appointment may extend for the authorized duration of a leave of absence. Successive temporary appointments may not be made to the same position after the expiration of the period of the original appointment. A temporary employee has no rights and may be removed at will.

Rates: Rates of compensation for any and all positions will vary and may be posted in the job announcement unless another rate is prescribed in salary schedules as found in the applicable collective bargaining agreements.

RESIDENCY REQUIREMENTS

Fulton County Civil Service Rules concerning recruitment of Personnel (Rule VII) state that:

An applicant must be at the time of examination and for at least four months prior thereto a resident of the municipality in which appointment is to be made or any reasonable combination of municipalities both in and outside of New York State contiguous to the municipality in which appointment is to be made or contiguous to the municipality in which such municipality is located as determined by the Common Council Members. Residence requirements may be suspended or reduced by the Common Council Members in cases where recruitment difficulty makes such requirements disadvantageous to the public interest. When preference in certification is given to residents of a municipality pursuant to subdivision 4-a of Section 23 of the Civil Service Law, an eligible applicant must have been, at the time of examination and for at least four months prior thereto, a resident of such municipality in order to be included in a certification as a resident of such municipality.

LONGEVITY

Full-time, non-union employees will be entitled to annual longevity increments. In addition to salary, yearly longevity increments will be paid to covered employees for continuous service as set forth in the annexed Exhibit "B" (p.38). Any full-time non-union employee hired on or after June 7, 2004, will not receive longevity until three (3) years of "continuous service". The member must complete the minimum years required before receiving longevity. Any part of an employee's first year of service is considered one year and thereafter computation shall be made on January 1st of each. (i.e. an employee hired November 2022 looking for a three (3) year step in longevity; 2022=1st year, 2023= 2nd year, 2024=3rd year, June 2024 employee receives payment for three (3) year step.

Individuals **elected** by the City of Johnstown are not eligible for leave hours; Mayor, Council Members, and Treasurer.

Longevity increments shall be paid annually no later than the second pay period of June.

*Resolution No. 80, 2019 Exhibit B (p. 38)

ETHICS

The City of Johnstown has the following policy with regard to ethical conduct. The entire Ethics Code can be found at Article 9 of the City Charter.

Section C-9.0. Ethical Standards

Section C-9.6. Confidential information

Section C-9.1. Dedicated service

Section C-9.7. Use of official position.

Section C-9.2. Fair and equal treatment

Section C-9.8. Debarment

Section C-9.3. Interest in appointments

Section C-9.9. Penalties

Section C-9.4. Use of City property

Section C-9.5. Prohibited interests and private employment

The proper operation of the City requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the government structure; that public offices not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, this article applies to all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this article is to establish ethical standards of conduct for all such officials and employees by setting forth those facts or actions that are incompatible with the best interest of the City and by directing disclosure by such officials and employees of private, financial or other interests in matters affecting the City.

Section C-9.1. Dedicated service.

Officials and employees shall adhere to the rules of work and performance established as the standard for their positions by the appropriate authority. Officials and employees shall not exceed their authority or breach the law, and they shall work in full cooperation with other public officials and employees.

Section C-9.2. Fair and equal treatment.

No person in the service of the City or seeking admission thereto shall be appointed, promoted, reduced, or in any way favored or discriminated against because of age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens).

Section C-9.3. Interest in appointments.

No person shall, either directly or indirectly, pay, render, or give any money, service, or other valuable thing to any person for, or on account of, any test, appointment, promotion, or removal for which he or she may be considered.

Section C-9.4. Use of City property.

No official or employee shall request or permit the use of City-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally, or are provided as part of a City policy for the use of such official or employee in the conduct of official business.

Section C-9.5. Prohibited interests and private employment.

1. No official or employee shall engage in any business or transaction, or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties, or which would impair independence of judgment or action in the performance of official duties.
2. No official or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of official duties or would impair independence of judgment or action in the performance of official duties.
3. No official or employee, whose salary is paid in whole or in part by the City, shall appear on behalf of private interests before any agency of the City. A Council member shall not appear in a representative capacity before any administrative agency or board of the City exercising judicial or qualified judicial functions.

Section C-9.6. Confidential information.

No official or employee shall, without proper legal authorization, disclose confidential information concerning the City, nor shall such information be used to advance the individual's financial or other private interest.

Section C-9.7. Use of official position.

No official or employee shall use his or her office or position of employment, directly or indirectly, orally, by letter, or otherwise, to solicit, compel or induce, the payment of any political assessment, subscription, or contribution to any political party or for any political purpose. The right of City employees to form, join and participate in, or refrain from forming, joining, or participating in any employee organization of their own choosing is hereby recognized.

Section C-9.8. Debarment.

1. No former Council member or Mayor shall hold any other appointed City office or City employment until one (1) year after the expiration of the term for which he or she was elected or from the date of resignation from office.
2. No official or employee shall, after the termination of service or employment, appear before any board or agency of the City in relation to any case, proceeding or application in which he or she personally participated during the period of service or employment or which was under his or her active consideration.

Section C-9.9. Penalties.

Violation of any provisions of this article may constitute cause for suspension, removal from office or employment, or other disciplinary action as the Common Council may provide. In addition, any officer or employee may request an advisory opinion from the Fulton County Board of Ethics pursuant to §808 of the General Municipal Law.

DISCIPLINE

Disciplinary procedures follow Section 75 of New York State Civil Service Law unless specific modifications are contained in respective collective bargaining agreements. Further clarification may be obtained from the City Attorney.

Section 75 applies to employees who are permanent appointments in the competitive class or Labor Class of the classified civil service, including honorably discharged veterans. Non-competitive class employees who are not veterans are covered by Section 75 after five (5) years of service. Exempt class and appointed positions do not have Section 75 protection.

The applicable collective bargaining agreement or City Charter/Code may provide alternatives to the State law; please refer to the appropriate document or agreement.

In general, no disciplinary proceeding shall be commenced more than 18 months after the occurrence of the alleged incompetence or misconduct. Such limitation shall not apply when such conduct would, if proved in a court of law, constitute a crime.

All appeals of Section 75 actions shall be in accordance with the law.

DISCLOSURE OF INFORMATION

All employees shall treat as confidential the official business of all departments. Employees shall not release information to the press or to the public without the authorization of the department head or Mayor. Release of confidential information without prior approval, or release of incorrect information or misrepresentation of fact may subject the employee to disciplinary action. All press releases must be approved by the Mayor's Office prior to distribution.

EQUAL EMPLOYMENT OPPORTUNITY

Preamble and statement of policy

Affirmative action programs are the creation of action-oriented initiatives that will assure, to the maximum extent possible, the same placement, training, promotion and salary opportunities to all segments of the community. Employment and contracting opportunities shall be provided to all applicants, employees, contractors and vendors based on individual merit and fitness without regard to age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens) in accordance with all applicable federal, state and local laws.

The City of Johnstown believes that the best interest of the community and the city government organization will be served by full compliance with the spirit and the letter of the Civil Rights Act 1964, the Equal Opportunity Act of 1972, Executive Order No. 11246, as amended, and other federal and state laws. To this end, the city's affirmative action program establishes the employment practices, policies, procedures and environment consistent with providing equal employment opportunity to all persons regardless of age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens).

It shall be the policy of the City of Johnstown to promote equal opportunity and affirmative action in employment to all qualified persons and employees and to base all employment decisions as to further the principle of equal employment opportunity. To this end, the City of Johnstown will not discriminate against any person or employee because of age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens), and will take affirmative action to ensure that equal employment opportunity is realized.

This policy reflects the commitment of the City of Johnstown to provide affirmative action in all areas of employment. It shall be the responsibility and obligation of the Chief Executive Officer, and the directors of the city's departments and bureaus, to assure that equal employment opportunity is afforded to all. All employment activities, including but not limited to advertising, recruiting, hiring, promotion, demotion, transfer, layoff, discharge, rate of pay and selection for training shall be conducted without regard to age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens).

Administration

The Chief Executive Officer of the City of Johnstown and City Council are bound by the provisions of the various civil rights acts and executive orders to make personnel and contracting decisions without regard to age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens).

The Chief Executive Officer of the City of Johnstown shall be responsible for implementation of the City's Affirmative Action Program. The Chief Executive Officer shall appoint an Affirmative Action Officer (AAO) who will be responsible for administering the City's affirmative action program. The AAO shall be furnished with the official, organizational and financial resources necessary to effectively fulfill his or her duties and responsibilities. The AAO shall report directly to the Chief Executive Officer or the designee of the Chief Executive Officer.

The AAO, in concert with the department directors, bureau heads, supervisory personnel, the various advisory boards and other city agencies, shall communicate the various provisions of the Affirmative Action Program to the city work force and to the general public.

All department and bureau heads, supervisory personnel, chairpersons of the various boards and other city agencies are hereby bound by the provisions of the various Civil Rights Acts and Executive Orders to make personnel and contracting decisions without regard to age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens).

SEXUAL & DISCRIMINATORY HARASSMENT POLICY

POLICY & COMPLAINT PROCEDURE REGARDING DISCRIMINATION AND HARASSMENT

PURPOSE:

It is the policy of the City of Johnstown to provide and maintain a work environment which is free from unlawful discrimination based on sex (with or without sexual conduct), age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens) (collectively referred to as "discriminatory harassment" or "harassment"). Harassment based on these characteristics is a form of unlawful discrimination and is prohibited in each and every work environment and each and every situation which directly impacts the work environment.

POLICY:

The City of Johnstown considers discriminatory harassment to be a form of employee misconduct and considers this type of misconduct to be a serious offense which will not be tolerated. Allegations of discriminatory harassment will be investigated thoroughly and if substantiated, will be met with appropriate corrective and/or disciplinary action commensurate with the seriousness of the offense(s), and in accordance with the parameters of applicable collective bargaining agreements and/or state law.

DEFINITIONS:

Sexual Harassment is defined as:

- Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment (e.g., promotion, training, assignments, etc.);
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile environment, or offensive working environment.

Examples of specific behaviors that may be considered sexual harassment include, but are not limited to:

- Spoken or written words related to an employee's sex
- Any sexual advance that is unwelcome
- Sexually oriented comments
- Showing or displaying pornographic or sexually explicit objects or pictures in the workplace
- Offensive touching, patting or pinching
- Requests for sexual acts or favors

- Abusing the dignity of an employee through insulting or degrading sexual remarks or conduct
- Threats, demands or suggestions that an employee's work status is contingent upon her/his toleration of or acquiescence to sexual advances
- Subtle pressure for sexual activities
- Leering at a person

Sexual harassment is gender neutral and may involve members of the same or different gender.

Other unlawful harassment:

Harassment on the basis of any other protected characteristic is also prohibited. Under this policy, prohibited harassment is verbal or physical conduct that is offensive to or shows hostility or aversion toward an individual because of his/her age, creed, sexual orientation, race, marital status, national origin, political or religious opinions, or affiliations, Vietnam-era veteran status, disability, military status, gender identity (or any other "protected classification" of citizens), and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace (including through e-mail) of written or graphic material that denigrates or shows hostility or aversion toward an individual or group, based on an individual's protected class.

Individuals and conduct covered:

This policy applies to all applicants and employees of the City of Johnstown and prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or citizen).

Conduct prohibited by these policies is unacceptable in the workplace and in any work- related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

PROCEDURE:

REPORTING HARASSMENT

If an individual is subjected to a situation which he/she believes constitutes discriminatory harassment in violation of this Policy, the City recommends but is not mandatory that the employee confront the harasser directly and advise the harasser that his/her behavior is not welcomed and will not be tolerated; note that neither this policy nor state/federal law requires that an individual tell an alleged harasser to stop his/her actions and may be brought to the the Department Head or the City's Human Resource Manager directly. Employees should feel free to keep written records of any alleged harassment incidents, including the date, time, location, names of people involved, witnesses (if any), and who said or did what to whom.

If an alleged incident of discriminatory harassment cannot be resolved directly between the parties involved, a written or verbal complaint should be filed by the affected employee with the employee's immediate supervisor. In the event the employee does not believe it would be appropriate to file the complaint with the immediate supervisor, it may be filed directly to the appropriate Department Head or to the City's Human Resource Manager.

All harassment complaints will be investigated as promptly as possible and resolved within a reasonable time after the receipt of the complaint. The Office of the City Attorney, through a Deputy City Attorney (if any) and with the oversight of the Human Resource Manager will coordinate an investigation of the complaint. Following the investigation, the City Attorney shall issue a written report of findings and conclusions to the Human Resource Manager.

Thereafter, an Initial Determination on the complaint will be issued from the Human Resource Manager and results communicated back to the complainant.

Retaliation against any individual making a harassment complaint or assisting in the investigation of such a complaint is strictly forbidden. Retaliation, like discrimination and harassment, is against the law and is a serious violation of this policy. Employees who retaliate against other employees who complain about harassment and/or participate in an investigation of harassment will be subject to disciplinary action.

Individuals can also seek out additional information on how to file a complaint, visit: www.dhr.ny.gov/complaint or call 1-888-392-3644

APPEAL PROCEDURE

In the event that the Human Resource Manager, after reviewing the report of the City Attorney, determines that the incident(s) reported do(es) not constitute discriminatory harassment as defined in this Policy, the employee who filed the complaint may appeal the initial determination to the Mayor for a final determination.

If no appeal is taken within thirty (30) calendar days from the date of the Affirmative Action Officer's initial determination, said determination will constitute the final determination in the matter; except for "good cause".

MISCELLANEOUS

In the event a complaint of discriminatory harassment is determined to be founded, the City will take disciplinary action in accordance with the provisions of applicable collective bargaining agreements and/or state law.

If disciplinary charges are filed against an employee on the grounds that the City has determined the employee is guilty of discriminatory harassment, the accused employee may exercise his/her rights through the disciplinary procedure provided for in his/her labor contract and/or state law.

Reporting of a false complaint is a serious act. In the event it is found that the individual bringing the complaint has made false accusations, the City will take action in accordance with the provisions of the applicable collective bargaining agreement and/or state law.

All information gathered during an investigation of a harassment complaint will be handled in a confidential manner, to the extent possible.

Retaliation against any individual making a harassment complaint or assisting in the investigation of such a complaint is forbidden. Retaliation is a serious violation of this policy which may result in disciplinary action.

This Policy does not preclude the filing of harassment complaints with either the New York State Division of Human Rights or the Federal Equal Employment Opportunity Commission, or the pursuing of any other remedies as permitted by law.

RESPONSIBILITIES OF MANAGERS/SUPERVISORS

All managerial and supervisory personnel of the City of Johnstown shall be responsible for enforcing this Policy and shall have particular responsibility for ensuring that the work environment under their supervision is free from discriminatory harassment and its effects. Failure of a manager or supervisor to comply with this responsibility may result in disciplinary action.

All managerial and supervisory personnel who receive discriminatory harassment complaints will be responsible for immediately forwarding such complaints to the Human Resource Manager.

The City of Johnstown will conduct periodic training for managerial and supervisory personnel in each Department of the City on the issues surrounding discriminatory harassment, its effects and its appearances, and the role and responsibility of managerial/supervisory personnel in preventing incidents of discriminatory harassment complaints.

The City of Johnstown shall distribute this Policy to all City employees and all others covered by its parameters. Copies of this Policy will be distributed to new employees as they are hired.

Copies of this Policy will be conspicuously posted. (NOTE: Sample complaint forms are attached at end of Manual.)

DRUG FREE WORKPLACE POLICY STATEMENT

In order to receive federal grants, the City must certify to the granting federal agency that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. As a recipient of federal grants, the City of Johnstown hereby complies with the requirements of the Drug-Free Workplace Act by adopting the following policy and drug-free awareness program:

POLICY

It is the policy of the City of Johnstown that:

- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited from reporting to work under the influence, while on the job or at the workplace.
- Employees may be subject to civil, criminal and disciplinary penalties, including dismissal from employment, for failure to observe this policy. (All terms in this policy shall have the meaning and definition as set forth in the Drug-Free Workplace Act.)

DRUG-FREE AWARENESS PROGRAM

Dangers of Drug Abuse in the Workplace

*Employees with chemical dependency problems have a major impact on productivity, staff morale, and labor/management relations.

City's Policy of Maintaining a Drug-Free Workplace

It is the policy of the City of Johnstown to maintain a drug-free workplace as required by the Drug-Free Workplace Act by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance while on the job and/or in the workplace of the City of Johnstown.

The City will provide periodic educational seminars on the dangers of alcohol/drug use and abuse.

Availability of Drug Counseling and Rehabilitation

The City of Johnstown has an Employee Assistance Program (EAP) designed to offer help to employees facing drug problems. Contact your Department Head or the Human Resource Manager for further information.

Employee responsibilities

- All employees are hereby notified that as a condition of employment, employees are required to abide by the terms of this policy; and
- notify the Office of the Mayor of any criminal drug statute convictions for a violation occurring in the workplace no later than five (5) days after the employee's conviction.

City responsibilities

- The City must notify the granting agency within ten (10) days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction.
- Within thirty (30) days after receiving notice of such an employee's conviction, the City shall either:
 - take appropriate personnel action against such employee up to and including termination from employment; and/or
 - require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

The City shall make a good faith effort to continue to maintain a drug-free workplace through the implementation of the requirements contained in the Drug-Free Workplace Act.

If there are any questions regarding this policy, please contact the Office of Human Resources.

EMPLOYEE ASSISTANCE PROGRAM

The City of Johnstown has an Employee Assistance Program (EAP) designed to offer help to employees who have, themselves or within their families, problems with alcohol or other drugs, emotional problems, financial problems and/or other difficulties which may affect their job performance. Referrals to the EAP may be voluntary or as a result of job performance evaluation with supervisors. The purpose of this program is to rehabilitate and restore the employee to full job efficiency. Please refer to separate literature for details of location and procedure, or see your Department Head or the Human Resource Manager.

All referrals and discussions which take place in the EAP are strictly confidential.

DRUG TESTING

Upon hire (and/or if required as part of an employee's job assignment) a prospective employee may be subject to drug and/or alcohol testing.

Employees subject to CDL testing will continue to be tested in accordance with the CDL Policy.

POLITICAL PARTICIPATION

The laws which pertain to all City employees concerning certain prohibited political activities may be found in the Election Law and/or the Civil Service Law of the State of New York. These laws do not prohibit an employee from voting as s/he chooses or from expressing personal opinions on political subjects or candidates. These laws do not prohibit an employee from voluntarily engaging in political management or from campaigning during free time or from contributing to the candidate or party of the employee's choosing.

What is prohibited, however, is the coercing of other employees to: engage in political activities, make donations, or use an employee's official position to influence the vote of others. Also prohibited is the appearance of signs or bumper stickers on any City property including buildings and vehicles.

In addition, federal legislation in the Hatch Act prohibits certain employees from being candidates for elective office in a partisan election. Covered employees are those whose principal employment is in connection with any activity financed by federal loans or grants. Examples of some programs which fall under the Hatch Act are: public health and housing, planning, public works, civil defense, and transportation. If there is a question about whether the Hatch Act applies to you, please contact the Corporation Counsel's Office for clarification.

SOLICITATION POLICY

The City will not, under normal circumstances, authorize the solicitation of, or sale of, goods or services to, or requests for contributions from, City employees during working hours.

Solicitations for charitable organizations and civic purposes endorsed by the City (United Way, etc.) may be permitted. When solicitations are permitted, no employee shall be required or pressured to respond to them or to make any contribution or purchase.

Any requests for permission to solicit must be processed through the Mayor's Office.

HEALTH INSURANCE (INCLUDING DENTAL AND VISION COVERAGE)

GENERAL PROVISIONS

In addition to the provisions and benefits included in the standard compensation schedules, each "eligible" employee shall be entitled to health insurance coverage, dental and vision coverage, in accordance with plans currently in effect subject to change from time to time. Several service alternatives are made available. Further information about these choices is available from the Human Resource Manager and/or your collective bargaining agreement. Contributions by employees are specified by each labor contract.

"Eligible" employees, for purposes of health insurance coverage are all full-time employees, whether unionized or non-union. For the purpose of this handbook a full-time employee is an individual that works 35 hours a week or more. Standard Work Day would be reported as seven (7) or eight (8).

Also "eligible" are members of the City's Common Council, Mayor of the City and Treasurer. These elected employees receive individual coverage, but may purchase two-person or family coverage by paying the difference between those higher levels of coverage and the individual coverage cost.

COBRA COVERAGE

Employees or qualified dependents who would lose health coverage under the City's group health plan due to certain events (known as "qualifying events", i.e., loss of job, reduction of hours, divorce, etc.) are given the opportunity to purchase continued health coverage ("COBRA coverage") at a cost of up to 102% of the applicable group rate, for a period of up to 18 or 36 months.

The COBRA Administrator on behalf of the City, will notify you in writing shortly after a qualifying event of your right to elect COBRA coverage. You must notify the City within sixty (60) days of receiving the written notice if you wish to purchase COBRA coverage. The employee is responsible for notifying the Human Resource Manager of any qualifying event. If you have any questions regarding COBRA coverage, please contact the Human Resource Manager.

HEALTH INSURANCE WAIVER (BUYOUT)

An employee who receives health insurance coverage through his or her spouse or other source, may waive his/her insurance coverage through the City (after providing proof of other coverage), and receive a payment as determined by the City or through collective bargaining (contact the Human Resource Manager for specific information). Payment will be made in increments. The employee will have a 30-day window during which to reenter the City's health insurance coverage plans if they lose this outside source of coverage. The employee is responsible for contacting the Human Resource Manager within this 30-day window. Further information can be found in the respective collective bargaining agreements or by contacting the Human Resource Manager. A sample buyout form appears at the end of this handbook.

Employees waiving coverage will receive payment as follows:

Effective January 1, 2023:

\$8,000.00 per year for family coverage waiver.

\$6,500.00 per year for two-person coverage waiver.

\$4,500.00 per year for single coverage waiver.

Health Buyout Payment: The applicable amount will be paid twice per year by separate check, with applicable taxes and without deductions, on the first payroll period in June and first payroll period in December of each year. If the spouse's or other coverage is terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the health insurance plan selected by the employee without preconditions unless otherwise dictated by the health insurance provider or by law. An employee who has waived his or her health coverage and who desires such coverage to be reinstated shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the receipt of such notification by the City. In the event the employee opts back in after payment of the waiver amount, the employee must return the Buy-Out payment.

Individuals **elected** by the City of Johnstown are not eligible for payment; Mayor, Council, and Treasurer.

Exhibit C Resolution No. 80, 2019 (p.39)

PART-TIME EMPLOYEES

Part-time employees not otherwise mentioned herein, are not eligible for the City health insurance coverage or the Buy-Out.

RETIREE HEALTH INSURANCE

Pre-1993

Those employed or elected prior to January 1, 1993 shall be eligible for health insurance after five (5) years of service.

Post-1993

Non-bargaining unit employees, appointed officers and elected officials hired, elected or appointed on or after January 1, 1993, are eligible for continued hospitalization and major medical (with vision) coverage in retirement from the City of Johnstown, provided that he or she:

- has had at least ten (10) years of service, not necessarily continuous, with the City of Johnstown, and
- is eligible to receive a retirement allowance from a retirement system administered by the State of New York or one of its civil divisions; or if not eligible to receive such retirement allowance, is at least 55 years of age ((i)(b)).

Non-bargaining unit employees, appointed officers or elected officials with at least ten (10) years of service whose employment is terminated before retirement age may continue their health insurance coverage provided the date of termination is within five (5) years of the date on which they are entitled to receive a retirement allowance or become age 55.

* Eligible employees who wish to continue coverage must pay both the employee's and City's share of the cost of their coverage from the date their employment terminates until the date they become eligible for a retirement allowance or 55 years of age.

Post-1998

Effective January 1, 1998, health care benefits will be available only to full-time employees with 20 years of service and who are eligible for retirement in accordance with the provisions contained in paragraph IB.(i)(b), above.

- A. Anyone who is hired after January 1, 1998, and subsequently retires after 20 years of service will not be eligible for Medicare reimbursement.

Pre-2001

Any employee hired before January 18, 2001, will receive, upon retirement, health insurance coverage in the same manner, level and plan(s) as provided by the providers to active current employees.

The employee hired before January 18, 2001, can maintain coverage at the family, two-person or individual level; however, the benefits provided will be the same as those provided to active current employees.

Post-2001

Anyone hired after January 18, 2001, will, upon retirement, be entitled to individual coverage. However, said retiree can purchase two-person or family coverage by paying the difference in premium between the fully paid individual and the family or two-person rate calculated at the rate(s) paid by the City.

An employee who, at the time of retirement, contributes toward health insurance, will continue to contribute at the same level upon retirement.

In the event the retiree dies, the retiree's spouse can opt to continue health insurance coverage by paying the City's monthly premium cost.

Post – 2019 (New Language contained in Resolution No. 80, 2019)

Current active employees as of November 18, 2019 and anyone hired after November 18, 2019, upon separation and eligibility for retirement from the New York State Retirement System, an employee is eligible for health, dental and vision coverage at the same individual, two person or family level that he/ she was eligible to have as an active non-union employee.

An employee who, at the time of retirement, contributes towards health insurance shall continue to contribute at the same level upon retirement.

Post- 2022

A non-union employee hired after January 18, 2022 shall upon separation and eligibility for retirement from the New York State Retirement System and who at the time of retirement has at least 20 (twenty) years of service, is eligible to receive individual health, dental and vision coverage from the City at the same level as an active, non-union employee. However, said retiree can purchase two-person or family coverage by paying the difference in premium between the fully paid individual and the family or two-person rate calculated at the rate(s) paid by the City.

An employee who contributes towards health insurance shall continue to contribute at the same level upon retirement.

Individuals **elected** by the City of Johnstown are not eligible; Mayor, Common Council, and Treasurer.

*Resolution No. 18, 2022

RETIREE HEALTH INSURANCE PROVISIONS ARE SUBJECT TO REVISION FROM TIME TO TIME.

MEDICARE PART B

The City shall provide reimbursement to retirees and their dependents for the actual cost of the Medicare Part B premium charge for any retirees and their dependents enrolled in the NYSHIP plan, as required by Section 167-a of the New York State Civil Service Law and the regulations enacted thereunder (4 NYCRR §473.3).

Effective January 1, 2020, the City shall provide the same reimbursement benefit to retirees and their dependents that are enrolled in a HMO plan with the City of Johnstown.

The reimbursement is required for all persons, covered under offered health insurance plans by the City of Johnstown, who are eligible for Medicare coverage that is primary, including dependent survivors, with the following exceptions:

If the City has documentation that an employee or dependent who is eligible for Medicare coverage is receiving Medicare reimbursement from another source (ie: a public agency or private employer).

A City of Johnstown retiree who returns to employment in a benefits eligible position with the City of Johnstown, from which they retired is no longer eligible for Medicare reimbursement regardless of whether they continue their coverage as a retiree or active employee. The employees' current health insurance plan is primary to Medicare while they are in a benefits eligible position.

An active employee or dependent of an active employee who enrolls in Medicare for secondary benefits.

An active employee or dependent of an active employee who elects Medicare as primary coverage. In this case, the person's enrollment in their current Health Insurance must be terminated and the provisions of Section 167a of the Civil Service Law would not be applicable.

The required reimbursement is the actual monthly premium charge for coverage under Part B of Medicare. Reimbursement for penalty charges for late enrollment is not required. If the enrollee or dependent receives partial reimbursement of the Part B premium from another source, the Participating Agency must ensure that the enrollee or dependent receives the full Medicare Part B reimbursement. It is the City of Johnstown's choice to supplement the reimbursement or reimburse the full amount.

The Medicare Part B reimbursement must be effective as of the date the employee or dependent first becomes eligible for primary Medicare coverage. If the reimbursement is not started at that time, it must be paid retroactive to the date of first eligibility. However, the City will follow any laws regarding limits on retroactive payments under the provisions of State Finance Law.

The City has the right to require a refund of Medicare Part B premium amounts that were incorrectly reimbursed to an enrollee when they or the dependent was not eligible for Medicare Part B. The City will follow any applicable state or local laws that regulate the retroactive adjustment.

Medicare Part B Reimbursement Payment: Upon receipt of documents from qualified persons, the City will reimburse the employee by check.

The City will reimburse the retiree by check for the total cost of Medicare Part B premiums twice per year.

Documentation must be provided by March 31st of each year for the prior calendar year to the City Treasurer's office, which shall be a copy of the annual notice from Social Security for each eligible retiree and dependent, stating the annual cost for Medicare Part B.

Reimbursement checks will be issued at the end of June and December of each year based off of the documentation provided by the City of Johnstown's retiree or spouse.

SMOKING POLICY

The City of Johnstown complies with the State's Clean Indoor Air Act (NYS Public Health Law, Article 13-E). For more information, the New York State Department of Health website address is: www.health.state.ny.us

Pursuant to New York State law, it is the City's policy that smoking shall not be permitted and no person shall smoke in any and all City buildings, facilities, enclosed common areas or City vehicles. Further, employees shall not smoke in the entrance of any City building, facility, or common area. Employees found violating this policy may be subject to discipline in accordance with the New York State Civil Service Law or their respective collective bargaining agreement.

This restriction shall include, but not be limited to, offices, school grounds, employee cafeterias, auditoriums, libraries, hallways, elevators, areas containing photocopying equipment or other office equipment, restrooms, gymnasiums, warehouses, factories, youth centers, or any enclosed indoor area.

Smoking means the burning of a lighted cigar, cigarette, pipe, vape or any other matter or substance which contains tobacco.

LEGAL COVERAGE/INDEMNIFICATION

The City will provide, in accordance with Public Officers Law Section 18, and General Municipal Law Section 50-j, for the defense of an employee in a civil action arising out of an act or omission which occurred, or is alleged to have occurred, in the scope of the employee's job duties. However, the City will not provide a defense in the event the lawsuit against the employee was brought by, or at the request of the City.

The City reserves the right to determine as to whether the employee was acting within the scope of employment.

Any questions regarding legal coverage should be directed to the Office of the City Attorney.

NOTE: The City will not indemnify an employee who is found to have committed intentional or reckless wrongdoing regardless of whether any rules or procedures were violated.

DEFERRED COMPENSATION (Additional Retirement)

The City provides options into a 457b retirement plan for eligible employees on a voluntary basis. Plans consist of pre- & post-tax contributions of the employee's elections and are payroll deducted. See HR for details on how to enroll.

DISABILITY INSURANCE

The City has available New York State Disability Insurance for full-time, non-union employees and members of CSEA. An employee belonging to the union pays 100% of the cost of the benefit; of which, is mandatory.

CAFETERIA PLAN

The City offers a Flexible Spending Plan (FSA/DFSA); which, allows employees to pay for qualified health insurance premiums, medical expenses and dependent care expenses with pre-tax salary. The FSA Plan follows all federal guidelines with maximum contribution amounts.

The Human Resource Manager can provide an interested employee with further background and enrollment information.

RETIREMENT PLANS

Employees shall be retired in accordance with New York State Civil Service Law and/or the Retirement and Social Security Law. Mandatory enrollment for all full-time employees. Part-time employees may choose to be members of the New York State Employees Retirement System Plan or other plan made available to them by the State of New York.

Further details on retirement provisions are available from the Human Resource Manager or as detailed in specific collective bargaining agreements.

JURY DUTY

On proof (i.e., copy of subpoena, jury notice, summons, etc.) of the necessity of jury service or attending court pursuant to a subpoena or other order of the Court, an employee shall be granted a leave of absence with pay. An employee's supervisor should be notified of such a leave requirement as soon as possible. The employee performing jury duty shall be paid his regular wages. Any funds received by an employee for jury service (state, federal, county, city, etc.) or any witness fees if testifying on behalf of the City, must be turned over to the City. In no event shall an employee receive more money than the employee would have received for a regular work day.

Employees who are released from jury service prior to the end of their scheduled work day are required to return to work for the remainder of the work day.

LEAVE ACCRUALS / USE OF

It is important that there be proper notification and approval (or disapproval) of absence from work. All notification should be requested and replied to in writing.

Requests for use of leave time, where required, will be in accordance with the applicable Collective Bargaining Agreement for all union employees.

All other City employees will follow the following practices:

- Vacation requests must be made at least one week in advance and must be approved by the Department Head.

- Individual days off should be requested as far in advance as possible, but in no case less than three (3) work days unless an emergency exists, and must be approved by the Department Head.
- Absence to attend conferences, meetings, or seminars of more than one day's duration or requiring the payment of fees, must be approved in advance by the Mayor and/or Common Council.
- Department Heads shall notify Payroll by memorandum or a "Requested Time Away from Office" at least one week in advance of absence for vacation or personal days unless an emergency arises.
- It is the responsibility of the Department Heads to notify other Department Heads that they will be out of office and whom to reach in their absence.

Individuals **elected** by the City of Johnstown are not eligible for leave hours; Mayor, Common Council, and Treasurer.

HOLIDAYS

The following days are holidays for all regular full-time non-union employees who shall be paid at the employee's regular rate for these days. Employees covered by a union CBA should refer to the "Holidays" section of their specific collective bargaining agreement. For those not detailed in a collective bargaining agreement the holidays and days of observance are as follows:

Holiday

- New Year's Day
- M.L. King Day
- President's Day
- ½ day Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

- Note:

*When a holiday falls on Sunday, the following Monday will be observed as the holiday.

**When a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

Veterans Day

All veterans shall receive Veteran's Day off or shall receive compensatory time off as provided in Section 63 of the Public Officers Law; Exhibit D. Veteran's Day is recognized as November 11th of each year.

Floating Holiday

Non-union employees shall receive two (2) additional, "floating holidays" in each calendar year. The use of these "floating holidays" must be scheduled, in advance, with the appropriate Department Head. Full day increments must be utilized.

VACATION

The amount of vacation earned by a non-union employee will be based upon years of service. Upon separation, including retirement, the employee shall be paid for unused vacation time that has been accrued. For example; if an employee retires on January 15th, those 15 days will be prorated for the payout. If an employee had one week rolled over from the previous year, that too would be paid out with the separated employee's last payroll.

An employee who has not yet completed one year of service, may be entitled to 2 weeks (10 days) of vacation. An employee hired prior to July 1st will be eligible for 10 days of vacation. Subsequently, anyone hired after July 1st will receive vacation on a prorated basis for such calendar year. Any part of an employee's first year is considered one (1) year of service. Example: An employee hired in June of 2022 will be entitled to the two year (2) benefit on January 1st, 2023. An employee shall receive all benefit time on January 1st of each year.

- **Two years of service an employee is entitled to 2 weeks (10 days) of vacation.**
- **Three years of service an employee is entitled to 3 weeks (15 days) of vacation.**
- **Six years of service an employee is entitled to 4 weeks (20 days) of vacation**
- **Eighteen years of service an employee is entitled to 5 weeks (25 days) of vacation.**

Vacation time must be taken during the calendar year in which it is earned; however, five (5) days of any unused vacation may be carried over to the next calendar year.

Commencing 2020, and as implemented by the Mayor, the Mayor may approve the payment or carryover of non-union employee's vacation time, which through unusual circumstances cannot be scheduled or utilized.

Full-time employees are entitled to the vacation leave above. Individuals **elected** by the City of Johnstown are not eligible for vacation hours; Mayor, Common Council, and Treasurer.

Part-time, Monday thru Friday employees are eligible for one (1) week of hours that coincide with the hours worked per week. For example; if the normal work week for the part-time employee is twenty (20) hours, that employee will be eligible for up to twenty (20) hours of vacation per year.

SICK LEAVE

Sick time accrues at one day per month with a cap of two-hundred sixty days.

An employee (non-union) who has accrued sick leave days may elect, at the end of the fiscal year (i.e., December), to cash in ten (10) sick leave days. If an employee has less than ten days of accrued sick time, the maximum payment will reflect the amount of accrued sick time. An employee's election for pay will result in a reduction in the employee's accrued sick time. This option shall be exercised, if at all, by the second pay period in December.

The Chief of Police, Police Captain and Fire Chief may exercise this option.

Individuals **elected** by the City of Johnstown are not eligible for sick hours; Mayor, Common Council, Treasurer.

Medical Examination: A Department Head or Human Resources, as the case may be, may have an employee who reports sick, examined by a physician designated by the City. Any officer or employee who shall refuse to be so examined may be subject to loss of pay during the absence and disciplined in accordance with applicable law, code or regulation.

Payout at Retirement: Upon separation and eligibility for retirement from the New York State Retirement System, the employee elects to receive New York State Retirement System service credit for sick time **or** payment for the balance of unused sick time not submitted to the New York State Retirement System for service credit. An irrevocable written election shall be submitted to the Human Resource Manager upon separation and retirement.

BEREAVEMENT LEAVE

Employees shall be granted, upon satisfactory notice of death in said employee's immediate family, leave with pay will not exceed three (3) working days on account of such death.

Section 1: Definition of Immediate Family

Immediate family of an employee shall include father, mother, grandparents, spouse/domestic partner, child, father-in-law, mother-in-law, sibling, foster and step sibling, step parent, brother-in-law, sister-in law, or anyone residing in household.

Section 2: Aunt/Uncle

An employee will be granted one (1) day of bereavement leave for the employee's aunt or uncle. "Aunt" or "Uncle" is defined as the employee's parents or step parents' siblings.

Commencing 2020, and as implemented by the Mayor, the Mayor may grant non-union employees bereavement time in addition to the time noted.

Individuals **elected** by the City of Johnstown are not eligible for leave hours; Mayor, Common Council, and Treasurer.

MILITARY LEAVE

Every employee shall receive leave in accordance with the applicable section of New York State Military Law, Federal Law (FMLA). If possible, the notice should be submitted thirty (30) days in advance of the effective date.

For the purpose of leave due to a qualifying exigency, the certification should include servicemember's active duty orders and other documentation issued by the military that indicates that the covered military member is on active duty status. Documentation should include start and end dates if possible.

See Human Resources for certifications and more information.

PERSONAL LEAVE

All fulltime non-union personnel shall receive 5 (five) days of personal leave annually. Personal time must be used during the calendar year, unused personal time does not carry over to the subsequent year. Upon separation, including retirement, the employee shall be paid for unused personal time. Individuals **elected** by the City of Johnstown are not eligible for leave hours; Mayor, Common Council, and Treasurer.

LEAVE OF ABSENCE WITHOUT PAY

Fulton County Civil Service Rules control leaves of absence without pay. Rule XIX states:

1. A leave of absence without pay, not to exceed one year, may be granted to an employee by an appointing officer. Notice of such leave of absence shall be given to the Office of the Mayor or the Human Resource Manager. Where a leave of absence without pay has been granted for a period which aggregates one year, a further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously therein for three months immediately preceding the subsequent leave of absence. Notice of such subsequent leave of absence shall also be given to the Office of the Mayor or the Human Resource Manager. Absence of leave for more than one year shall be deemed the equivalent of a resignation from service upon the date of commencement of such absence, except as provided for in subsection 2 below.
2. In an exceptional case, the Office of the Mayor may, for good cause shown waive the provisions of this rule to permit an extension of the leave of absence for an additional one year period. In no case may such leave of absence exceed in aggregate two years from the date of commencement of such leave.
3. A leave of absence without pay, not to exceed four years, shall be granted by an appointing officer to an employee who is a veteran of the Armed Forces of the United States, providing such a leave of absence is for the purpose of taking courses under the educational benefits provided for in Title 38, United States Code or under a New York State Board of Regents War Service Scholarship, Education Law, Section 614. An employee taking such a leave shall be reinstated to his/her position, provided he/she makes application for such reinstatement within sixty days after the termination of his/her courses of study.

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Human Resource Manager will provide all information, requests, and documentation as requested by individuals.

Section 1. Purpose:

To outline the conditions and procedures under which an employee may be eligible for time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

Section 2. Definitions:

"Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of unpaid leave per year under particular circumstances. Leave may be taken:

- Upon the birth of the employee's child;
- Upon placement of a child with the employee for adoption or foster care;
- When the employee is needed to care for a child, spouse, domestic partner or parent who has a serious health condition; or
- When the employee is unable to perform the functions of his/her position because of a serious health condition.
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Section 3. Responsibility:

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the City Attorney.

Section 4. Scope:

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Section 5. Eligibility:

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve-month period immediately preceding the commencement of the leave.

Section 6. Permission and Documentation:

The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 7. Notifications and Reporting Requirements:

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the employer. In cases of illness, the employee will be required to report minimum thirty (30) unless physician note states otherwise on his/her leave status and intention to return to work.

***The term "reasonable prior notice" shall mean "not less than thirty (30) days' notice or as soon as practicable."

Section 8. Coverage:

Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the employer, the employer may recover from the employee the cost of the premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

Section 9. Change in Policy:

The City reserves the right to modify this policy as necessitated by law.

ARTICLE 29 – GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

Payment of salary, wages, medical and hospital expenses of Police Officers with injuries or illness incurred in the performance of duties.

Section 1. Intent:

In order to insure determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the City of Johnstown, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c.

This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c.

The term “police officer”, as used herein, shall include all sworn members of the Police Department who perform police duties.

Definition – the term “working day” as used herein shall mean Monday through Friday, excluding Saturday and Sunday, excluding Holidays as set forth in Article 10, and when City Hall is closed.

Section 2. Notice of Disability or Need for Medical or Hospital Treatment:

A police officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or a recurrence of a prior illness or injury, shall make written notice and application for those benefits to the Chief, or the Chief’s designee, within ten (10) working days of when the police officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made part of this procedure (see Exhibit “E” p.45).

The police officer shall provide authorization (see Exhibit “E” p.45) for the City to obtain copies of his or her medical records from his or her treating physician or other health care provider and the City will provide the police officer, without cost, a copy of the records and reports produced by any physician or other health care providers who examine the police officer on behalf of the City.

A failure to submit the required written notice and/or application within the specified time frame may result in a denial of 207-c status and benefits. However, the Chief of Police, or the Chief’s designee, shall have the discretion to accept the untimely written notice and/or application submitted outside the specified time frame set forth herein, upon a good cause shown. A denial as untimely, or a denial of a showing of good cause shown shall be subject to appeal pursuant to Section 7.

Section 3. Status Pending Determination of Eligibility for Benefits:

The police officer shall be placed on sick leave pending determination of his or her eligibility for Section 207-c benefits. The determination shall be made within the time provided in Section 4 of this article. If the police officer has no available sick leave, he or she may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made, the police officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he or she is ineligible for the 207-c benefit.

In the event that it is determined that the police officer is entitled to Section 207-c benefits, the City shall credit back to him or her all leave which he or she expended prior to the determination.

In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he or she will be permitted to use sick leave, vacation, personal leave, and compensatory time provided he or she remains medically unable to perform the duties of his or her position.

Section 4. Benefit Determinations:

The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his or her eligibility within fifteen (15) working days after the Chief receives the application.

In determining the application, the City may require a more detailed statement from the police officer than that contained on the application. The City may take statements from witnesses and may send the police officer to a physician or physicians of its choice for examination at the City's expense.

The determination of the Chief will be made in writing to the police officer, setting forth the basis for the determination. In the event that the application is denied, the City will simultaneously provide the police officer, without cost, a copy of all medical information produced or acquired by it, in connection with the police officer's application and determination for Section 207-c benefits. The City will continue to provide the police officer with additional medical information subsequently produced and required.

Section 5. Assignment to Light Duty:

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chief's designee, may assign a disabled police officer specified light duties, consistent with his or her status as a police officer. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his or her ability to perform a light duty assignment is being reviewed. Such police officer may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of his or her disability. The Chief, or the Chief's designee, may cause a medical examination or examinations of the police officer to be made at the expense of the City. The physician selected by the City of Johnstown, shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A police officer ordered to light duty shall either comply with the order or have the benefits of Section 207-c temporarily discontinued until a determination is made pursuant to Section 7 of this article with regard to the police officer's physical ability to perform the light duty assignment. In the event that the police officer provides medical documentation contradicting the light duty order, the officer's Section 207-c status will not be interrupted. However, a hearing pursuant to Section 7, of this article will be immediately convened to decide the issue. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

Nothing contained herein shall require the City of Johnstown Police Department to create light duty assignments.

Section 6. Termination of Benefits:

Benefits provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.

Any other termination will be subject to review pursuant to Section 7 of this article.

Section 7. Dispute Resolution Procedure:

In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The party seeking to utilize this Dispute Resolution Procedure shall file the Demand for

Arbitration within fifteen (15) working days from the date the City denies the application for Section 207-c benefits or within fifteen (15) working days from the date the employee refuses an order to return to light duty or within fifteen (15) working days from the date upon which the City seeks to discontinue Section 207-c benefits, as the case may be. The determination of the arbitrator shall be final and binding on the City and the police officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally.

Section 8. Disability Retirement:

Consistent with Section 207-c, the City may file an application on the police officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his or her rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

Section 9. Continuation of Contract Benefits:

While on leave pursuant to Section 207-c, for a period of ninety (90) days or less, a police officer shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After ninety (90) days in any calendar year, or continuous period of time, an employee receiving Section 207-c benefits shall be entitled to continue and receive his or her Base Wage, Longevity, Education Pay, Health Insurance, Dental Insurance, Vision Insurance, Health Insurance Buy Out, and Retirement Plan contribution. The health insurance, dental insurance, and vision insurance plans shall be continued if the employee is enrolled, which shall be at the same coverage that the employee was enrolled in prior 207-c benefits; single, 2-person or family coverage. *Exhibit E

REDUCTIONS IN FORCE

When it becomes necessary to reduce the workforce, such reductions in force shall be in conformance with Sections 80 and 85 of the Civil Service Law, and all other pertinent laws and collective bargaining agreements, and with due consideration given to seniority in all cases. Specific requirements for notification, if any, may be found in applicable collective bargaining agreements or the Fulton County Civil Service Rules.

CITY PROPERTY/EQUIPMENT

Employees are responsible for the proper care of all City property and equipment assigned to them. It is the City's policy to prohibit the use of City owned or leased vehicles, equipment, materials or supplies for personal reasons or gain. All assigned property must be utilized in a manner approved in advance, and in writing, by the appropriate Department Head and the Mayor. Intentionally damaged or lost property will subject the responsible individual to disciplinary action and/or replacement of said property.

All equipment and property must be in good working order, be clean and conform to any other City stated requirements. The Department of Public Works is responsible for vehicle maintenance. City property and equipment shall be used only for official purposes and in the capacity for which it was designed. It shall not be transferred to another individual without specific authorization.

Employees who use City issued "cell phones" for personal use will be required to reimburse the City for the cost of all personal calls. Additionally, in accordance with New York State Law, employees may not use hand held "cell phones" while driving City vehicles.

City employees are required to surrender all City property in their possession upon separation from employment or when otherwise so directed. Failure to return such item(s) may cause the individual to be required to reimburse the City for the fair market value of the article(s).

Personal Telephone Calls

The City recognizes that employees must sometimes place or receive personal calls on City telephones. However, the telephone system is intended for City business, so it is essential that we keep personal use from interfering with that purpose.

If you must make a personal call, do so during non-work periods. Ask callers to minimize the time and number of calls you receive. Personal long distance calls may not be made from City offices without advance approval from your supervisor. Personal long distance calls will only be approved in emergency situations.

Software Policy

The software installed on each computer is the property of the City. While certain rights are provided under terms of software license agreements, the City has opted to limit such rights.

- Software shall not be removed from the City's premise.
- Software manuals shall not be removed from the City's premise.
- Copying software for personal use is forbidden and carries a \$50,000 fine, for each occurrence, imposed by the federal government.
- Removal of software license from City property shall be considered theft and shall be dealt with accordingly.
- It is prohibited to install any unapproved software or hardware. The installation of unapproved software or hardware shall be considered City property and shall be dealt with accordingly.
- All City owned computers, computer equipment, laptops, printers, etc., must be used only for City business.

COMPUTER USE POLICY

In order to help you in the performance of your job, the City of Johnstown ("City", refers to the Mayor or designee) has provided you with certain computer equipment. Through this equipment, you may have also been provided with access to the internet. The City provides internet access to assist their officials, employees, volunteers and contracted personnel to perform departmental missions and encourages them to develop internet skills and knowledge. The following rules and guidelines apply to your use of these City assets:

1. Ownership

Information processing related systems, including but not limited to: computer equipment, cellular devices, operating system software; application software, accounts providing electronic mail, internet browsing, File Transfer Protocol, networking and intra-net hardware and software (collectively "Systems"), are owned by or licensed by the City of Johnstown. They are to be primarily used for business related purposes.

2. Security

Resource security must be maintained, and users shall take all reasonable precautions, including: safeguarding their passwords, maintaining reasonable physical security around City equipment, and logging off unattended workstations.

3. Privacy of Communications

Communication on these Systems are not private. Users should be aware that the data they create on the System remains the property of the City, and usually can be recovered even though deleted by the user.

4. Records Retention:

All work related messages, including emails and files created or transmitted on the Systems may be considered public records of the City and appropriate records retention practices should be followed.

5. Monitoring

The City reserves the right to monitor all usage to ensure proper working order, appropriate use, the security of City data, and to retrieve the contents of any communication in these Systems. The City may access user files, including archived material of present and former users without the user's consent for any purpose related to maintaining the integrity of the network or systems, or the rights of the City or other users or for any other reasonable purpose.

6. Personal Use

Personal use of the Systems is authorized within reasonable limits as long as it does not interfere with or conflict with business use or performance of job duties. Employees, volunteers and contracted personnel are responsible for exercising good judgment regarding the reasonableness of personal use.

7. Use of Private Equipment

From time to time City officers, employees, volunteers and contracted personnel may use their own personal equipment, computers, email accounts etc., for the conduct of official business. Users are advised that all work products, documents, messages, and transmissions sent or received in their official capacity may be considered public information, subject to disclosure under applicable freedom of information laws. As with the use of City owned equipment or systems appropriate records retention practices should be followed.

8. Prohibited Use

Any use that violates federal, state, or local law or regulation is expressly prohibited. Knowingly or recklessly interfering with the normal operation of computers, systems, peripherals, or networks is prohibited. Connecting unauthorized equipment to the network for any purpose is prohibited. Running or installing games on City computers is prohibited. Running or installing unauthorized software on City computers is prohibited. Copying of any software from City computers, for other than archiving purposes, is prohibited. Using the City network to gain unauthorized access to any computer system is prohibited. The use of City Systems to access, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist or other offensive material (including messages, images, video, or sound) is prohibited. The use of City Systems in such a way as to create an intimidating or hostile work environment is prohibited. City Systems may not be used to solicit for personal gain or for the advancement of a political or religious belief. Using the City network for unauthorized distribution of City data and information is prohibited.

9. Intellectual Property Rights

All users should be aware that any information, software, or graphics on the Internet may be protected by federal copyright laws, regardless of whether a copyright notice appears on the work. Licensing agreements may control redistribution of information from the City's internet-related Systems or from the internet. Duplication or transmission of such material or downloading shareware may not be undertaken without express authorization from the City. City officers, employees, volunteers and contracted personnel are required to scan freeware, shareware or any downloaded application for viruses using authorized procedures and software. City officers, employees, volunteers and contracted personnel must never open, execute, or run unsolicited e-mail attachments.

10. Violation of Policy

Any violation or non-adherence to this Policy may lead to appropriate disciplinary action, including, where legally appropriate, termination of employment. Certain violations could also result in criminal charges pursuant to applicable state, federal or local law.

11. Amendment

The City may amend this policy from time to time as necessary. All users will receive prompt notice of any, and all, amendments.

CITY VEHICLES/EQUIPMENT

It is the policy of the City to prohibit personal use of municipally provided vehicles for any reason other than a business reason as determined by the department head. Employees who use municipal vehicles should check with the Finance Department with regard to tax consequences and proper withholding procedures.

City vehicles shall be used for official purposes only. Employees shall not perform private work on City property or perform private work with the use of City owned materials, tools, equipment or labor.

All operators shall operate their equipment and vehicles in conformity with all traffic laws unless specific instructions are issued by supervisors for public works assignments. Operators shall not permit unauthorized persons to ride in or drive equipment or vehicles. All equipment operators must be licensed as required by State or Federal law to operate the equipment to which they are assigned (*see also*, Commercial Driver's License Policy).

Documented abuse of City vehicles, equipment or property may be reason for disciplinary proceedings.

Accidents:

All accidents involving City personnel, property and/or equipment must be reported to the employee's immediate supervisor, and when applicable, a police incident report shall be filed.

Smoking:

In accordance with the NYS Clean Indoor Air Act, smoking is prohibited in City vehicles.

SNOW AND EMERGENCY DAYS

In cases of serious emergency or when the operation of City facilities could be hazardous to the lives of employees, the Mayor or his/her designee may declare an emergency day. Notification will be via local radio/TV stations if the emergency occurs prior to normal working hours.

When such a day is declared, employees who have been excused from work due to the emergency shall receive their regular pay. Only the employees determined to be directly affected by the emergency are subject to these provisions; other employees will work as normally scheduled.

TRAVEL (Reimbursement)

Employees who make authorized trips for City purposes will be reimbursed for their travel expenses including appropriate transportation, meals (excluding alcohol) and lodging. Proper documentation (receipts) of these expenses is required for reimbursement. Authorization must be obtained prior to travel, in writing, from the Mayor or designee.

Travel by public transportation will be reimbursed at cost. An employee required to use his/her personal vehicle will be reimbursed for mileage per Federal law ("IRS" rate) or collective bargaining agreement.

The City will only reimburse for the employee.

DISCRIMINATION AND / OR HARASSMENT COMPLAINT FORMS



CITY OF JOHNSTOWN

Office of the Human Resources
PO Box 160, 33-41 East Main Street
Johnstown, New York 12095
(518) 736-4026

- OFFICE USE ONLY -

Received on: ____ / ____ / ____

@ ____: ____ am / pm

Signature

DISCRIMINATION AND / OR HARASSMENT COMPLAINT FORM

This form may be used to file a charge of Discrimination and/or Harassment which is prohibited by Federal Law and New York State Human Rights Law. Information provided will be confidentially maintained.

Please file this form with the Human Resource Manager

Name:

Mailing Address:

City:

State:

Zip:

Phone: () -

Email:

Department Employed:

Have you filed this charge with a Federal, State or Local Agency? (An affirmative reply to this question will in no way stop a city review of your Complaint: ☐ YES ☐ NO

Name of Agency:

Date filed: ____ / ____ / ____

Alleged discrimination / harassment occurred on or about: ____ / ____ / ____ @ ____: ____ AM / PM

Is the alleged discrimination / harassment continuing? ☐ YES ☐ NO

Name of alleged harasser(s):

Describe the alleged act of discrimination / harassment:

Names of potential witness(es):

I swear or affirm that I have read the above related facts and that the statements are true and correct to the best of my knowledge, information and belief.

Date: ____ / ____ / ____

COMPLAINANT SIGNATURE



CITY OF JOHNSTOWN

Office of Human Resources
PO Box 160, 33-41 East Main Street
Johnstown, New York 12095
(518) 736-4026

- OFFICE USE ONLY -

Received on: ____/____/____

@ ____:____ am / pm

Signature

DISCRIMINATION AND / OR HARASSMENT NOTICE OF RESOLUTION

By signing this document all parties signify that they agree to the terms by which this complaint was resolved and further agree that no further internal action is required on this complaint.

| | | |
|----------------------|--------|------|
| Complainant Name: | | |
| Mailing Address: | | |
| City: | State: | Zip: |
| Phone: () - | Email: | |
| Department Employed: | | |

| |
|--|
| Date alleged discrimination / harassment filed: ____/____/____ |
| Name of alleged harasser(s): |
| Resolution: |
| |
| |
| |

Date: ____/____/____

COMPLAINANT SIGNATURE

Date: ____/____/____

ALLEGED HARASSER SIGNATURE

Date: ____/____/____

DEPARTMENT HEAD

Date: ____/____/____

AFFIRMATIVE ACTION OFFICER



CITY OF JOHNSTOWN
Office of Human Resources
PO Box 160, 33-41 East Main Street
Johnstown, New York 12095
(518) 736-4026

- OFFICE USE ONLY -

Received on: ____/____/____

@ ____: ____ am / pm

Signature

**DISCRIMINATION AND / OR HARASSMENT
NOTICE OF WITHDRAWAL OF COMPLAINT**

By signing this document you are hereby withdrawing your complaint and further agree that no further internal action is required on this complaint.

Complainant Name: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone: () - _____

Email: _____

Department Employed: _____

Date alleged discrimination / harassment filed: ____/____/____

Date: ____/____/____

COMPLAINANT SIGNATURE

Date: ____/____/____

AFFIRMATIVE ACTION OFFICER

STANDARD WORK DAY - EXHIBIT "A"

| Title | Standard Work Day (Hrs / Day) |
|---|-----------------------------------|
| Mayor | 6 |
| Council Member at Large | 6 |
| Council Member | 6 |
| City Treasurer | 6 |
| Deputy City Treasurer | 7 |
| Human Resource Manager | 7 |
| Account Clerk | 7 |
| City Clerk | 7 |
| Deputy City Clerk | 7 |
| City Attorney | 6 |
| Secretary to City Attorney | 6 |
| City Assessor | 7 |
| Typist – part time | 6 |
| Senior Citizen Program Director | 7 |
| City Historian | 6 |
| Water Clerk | 7 |
| Chief of Police | 7 |
| Police Captain | 7 |
| Police Lieutenant | 7 |
| Police Sergeant | 8 |
| Police Officer | 8 |
| Typist | 7 |
| Animal Control Officer | 6 |
| Crossing Guard | 6 |
| Police Matron | 6 |
| Fire Chief | 7 |
| Assistant Fire Chief | 8 |
| Fire Captain | 8 |
| Fire Fighter | 8 |
| Emergency Medical Technician – Advanced Life Support | 8 |
| Emergency Medical Technician – Basic Life Support | 8 |
| Firefighter / Emergency Medical Technician – Basic Life | 8 |
| Public Safety Secretary | 7 |
| City Engineer | 7 |
| Deputy City Engineer | 7 |
| Motor Equipment Operator (MEO) | 8 |
| Laborer | 8 |
| Heavy Equipment Operator (HEO) | 8 |
| Auto Mechanic | 8 |
| Working Supervisor | 8 |
| Mason | 8 |
| Equipment Maintenance Supervisor | 8 |
| Maintenance Mechanic | 8 |
| Water Treatment Plant Operator | 8 |
| Senior Water Treatment Plant Operator | 8 |

LONGEVITY INCREMENTS - EXHIBIT "B"

Longevity Steps

| Effective Date | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 |
|----------------------|----------|----------|----------|----------|
| 3 Years Completed | \$2,500 | \$2,600 | \$2,750 | \$2,850 |
| 5 Years Completed | \$2,700 | \$2,800 | \$2,950 | \$3,050 |
| 8 Years Completed | \$2,800 | \$2,900 | \$3,050 | \$3,150 |
| 12 Years Completed | \$2,900 | \$3,000 | \$3,150 | \$3,250 |
| 16 Years Completed | \$3,000 | \$3,100 | \$3,250 | \$3,350 |
| 20 Years Completed | \$3,100 | \$3,200 | \$3,350 | \$3,450 |
| 23 Years Completed + | \$3,250 | \$3,350 | \$3,500 | \$3,600 |

Effective Date

January 1, 2020 the Longevity steps change as stated above from 4 steps to 7 steps with no increase added with the exception of the amounts agreed to by both parties for the added steps.

Effective Date

January 1, 2021 the Longevity steps shall be increased by \$100.

Effective Date

January 1, 2022 the Longevity steps shall be increased by \$150.

Effective Date

January 1, 2023 the Longevity steps shall be increased by \$100.

HEALTH INSURANCE NOTICE OF BUYOUT - EXHIBIT "C"

Employee Name: (Print) _____ Date: _____

Address: _____

Dept: _____

Present Health Insurance Plan: _____

Coverage: (Circle one) Single 2-Person Family

Spouse's Name: (Print) _____

Employer: _____

*****Present Health Insurance Card(s) Attached?

- 1) I understand that I am eligible to receive health insurance benefits from the city of Johnstown according to the terms of my union contract with the City
- 2) In consideration of the sum of \$ _____, to be paid to me in two equal installments, on or around June 15 and December 15, in arrears, I agree to waive any and all rights I may have for the health insurance coverage from the city of Johnstown for the calendar year
- 3) I affirmatively represent to the city that my spouse's health insurance coverage or my alternate coverage is in full force and effect and that I am now covered under that plan of insurance. A copy of a certification of coverage from my spouse's health insurance carrier or my alternate coverage is annexed hereto
- 4) I presently know of no condition or circumstance by which my spouse's or alternate health insurance carrier would deny me coverage (e.g. divorce, pre-existing conditions, etc.)
- 5) I understand that the City of Johnstown will have no responsibility for medical expenses incurred by me or members of my family during the period covered by this agreement
- 6) In the event, that my spouse's insurance or my alternate insurance coverage is terminated for any reason, I agree to notify the City of Johnstown, Human Resources, in order to restore my health insurance coverage as soon as possible under the terms of the plan. In such event, my bi-annual payments shall cease and I will not receive a pro rata payment

Employee's Signature: _____ Date: _____

LEAVE OF ABSENCE FOR VETERANS ON MEMORIAL DAY AND VETERANS' DAY - EXHIBIT "D"

Section 63 of the New York State Public Officers Law As of September 2019

Leave of absence for veterans on Memorial Day and Veterans' Day. It shall be the duty of the head of every public department and of every court of the state of New York, of every superintendent or foreman on the public works of said state, of the county officers of the several counties of said state, of the town officers of the various towns in this state, of the fire district officers of the various fire districts in this state, and of the head of every department, bureau and office in the government of the various cities and villages in this state, and the officers of any public benefit corporation or any public authority of this state, or of any public benefit corporation or public authority of any county or subdivision of this state, to give leave of absence with pay for twenty-four hours on the day prescribed by law as a public holiday for the observance of Memorial day and on the eleventh day of November, known as Veterans' day, to every person in the service of the state, the county, the town, the fire district, the city or village, the public benefit corporation or public authority of this state, or any public benefit corporation or public authority of any county or subdivision of this state, as the case may be, (i) who served on active duty in the armed forces of the United States during world war I or world war II, or who was employed by the War Shipping Administration or Office of Defense Transportation or their agents as a merchant seaman documented by the United States Coast Guard or Department of Commerce, or as a civil servant employed by the United States Army Transport Service (later re-designated as the United States Army Transportation Corps, Water Division) or the Naval Transportation Service; and who served satisfactorily as a crew member during the period of armed conflict, December seventh, nineteen hundred forty-one, to August fifteenth, nineteen hundred forty-five, aboard merchant vessels in oceangoing, i.e., foreign, inter-coastal, or coastwise service as such terms are defined under federal law (46 USCA 10301 & 10501) and further to include "near foreign" voyages between the United States and Canada, Mexico, or the West Indies via ocean routes, or public vessels in oceangoing service or foreign waters and who has received a Certificate of Release or Discharge from Active Duty and a discharge certificate, or an Honorable Service Certificate/Report of Casualty, from the Department of Defense, or who served as a United States civilian employed by the American Field Service and served overseas under United States Armies and United States Army Groups in world war II during the period of armed conflict, December seventh, nineteen hundred forty-one through May eighth, nineteen hundred forty-five, and who was discharged or released therefrom under honorable conditions, or who served as a United States civilian Flight Crew and Aviation Ground Support Employee of Pan American World Airways or one of its subsidiaries or its affiliates and served overseas as a result of Pan American's contract with Air Transport Command or Naval Air Transport Service during the period of armed conflict, December fourteenth, nineteen hundred forty-one through August fourteenth, nineteen hundred forty-five, and who was discharged or released therefrom under honorable conditions, or during the period of the Korean conflict at any time between the dates of June twenty-seventh, nineteen hundred fifty and January thirty-first, nineteen hundred fifty-five, or during the period of the Vietnam conflict from the twenty-eighth day of February, nineteen hundred sixty-one to the seventh day of May, nineteen hundred seventy-five, or (ii) who served on active duty in the armed forces of the United States and who was a recipient of the armed forces expeditionary medal, navy expeditionary medal or marine corps expeditionary medal for participation in operations in Lebanon from June first, nineteen hundred eighty-three to December first, nineteen hundred eighty-seven, in Grenada from October twenty-third, nineteen hundred eighty-three to November twenty-first, nineteen hundred eighty-three, or in Panama from December twentieth, nineteen hundred eighty-nine to January thirty-first, nineteen hundred ninety, or (iii) who served in the armed forces of a foreign country allied with the United States during world war I or world war II, or during the period of the Korean conflict at any time between June twenty-seventh, nineteen hundred fifty and January thirty-first, nineteen hundred fifty-five, or during the period of the Vietnam conflict from the twenty-eighth day of February, nineteen hundred sixty-one to the seventh day of May, nineteen hundred seventy-five, or during the period of the Persian

Gulf conflict from the second day of August, nineteen hundred ninety to the end of such conflict, or who served on active duty in the army or navy or marine corps or air force or coast guard of the United States, and who was honorably discharged or separated from such service under honorable conditions, except where such action would endanger the public safety or the safety or health of persons cared for by the state, in which event such persons shall be entitled to leave of absence with pay on another day in lieu thereof. All such persons who are compensated on a per diem, hourly, semi-monthly or monthly basis, with or without maintenance, shall also be entitled to leave of absence with pay under the provisions of this section and no deduction in vacation allowance or budgetary allowable number of working days shall be made in lieu thereof. A refusal to give such leave of absence to one entitled thereto shall be neglect of duty.

**GENERAL MUNICIPAL LAW SECTION 207-C FOR POLICE & FIRE APPLICATION - EXHIBIT
"E"**

**Payment of salary, wages, medical and hospital expenses of police officers with injuries or illness
incurred in the performance of duties.**

Employee Name: _____

Address: _____

Telephone Number: _____

Age: _____

Name of Supervisor:

Current Job Title: _____

Occupation at time of injury/illness: _____

Length of Employment: _____

Date of Incident: _____

Day of Week: _____

Time: _____

Name of Witness(es):

Names of co-employees at the incident site:

Describe what officer was doing when the incident occurred. (Provide as many details as possible.
Use additional sheets if necessary.):

Where did Incident Occur? Specify:

How was claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc. and what factors led up to or contributed. (Use additional sheets if necessary.)

When was incident first reported? _____

Who was it reported to? _____

Time it was reported: _____

Witness (if any): _____

Was first aid or medical treatment authorized? _____

Who treated Officer? _____

Time Officer treated? _____

Name and address of attending physician: _____

Name and address of hospital: _____

State nature of injury and part or parts of body affected:

Will officer be returning to duty? _____

When? _____

_____, New York
Date of report (Location)

Signature of Officer

State of New York)
City of Johnstown) ss.:
County of Fulton)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

My Commission expires: _____

COMPUTER USE POLICY RECEIPT OF ACKNOWLEDGEMENT



By signing this agreement, I agree to abide by all the above provisions and relieve the City of Johnstown of any liability, obligation or responsibility for any loss that may arise from my use of the City of Johnstown's computer equipment, cellular devices, operating system software; application software, accounts providing electronic mail, internet browsing, File Transfer Protocol, networking and intra-net hardware and software (collectively "Systems"), which are owned by or licensed by the City of Johnstown.

OFFICIAL / EMPLOYEE / VOLUNTEER / CONTRACTED PERSONNEL

Print Name

Signature

Date: _____

MAYOR / DEPARTMENT HEAD

Print Name

Signature

Date: _____

Department: _____

EMPLOYEE HANDBOOK RECEIPT OF ACKNOWLEDGEMENT



I, _____ acknowledge receipt of the City of Johnstown Employee

Handbook provided to me on _____, 20____.

Print Name

Department

Signature



May 15, 2023

Resolution No. 2, 2023

Council Member Miller presented the following Resolution and moved its adoption:

RESCIND RESOLUTION #24, 2023 FOR THE PURCHASE OFF CITY-OWNED PROPERTY LOCATED AT 115 NORTH PERRY STREET

WHEREAS, Resolution #24, 2023, attached hereto, was adopted on March 20, 2023 to accept the bid of Eric Nicholson of Greater Homes & Realty LLC for city owned property located at 115 North Perry Street (SBL #162.20-15-10); and

WHEREAS, Eric Nicholson of Greater Homes & Realty LLC no longer wishes to purchase this property due to potential issues as a result of the property being so close to the North Perry Street Bridge and the ability to build on this property.

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council hereby rescinds Resolution #24, 2023; and be it further

RESOLVED, that the Common Council authorizes, pursuant to the Johnstown City Charter, that this property may be offered for private sale in the future.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on May 15, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



March 20, 2023

Resolution No. 24, 2023

Council Member Jeffers presented the following Resolution and moved its adoption:

ACCEPT OFFER FOR CITY OWNED PROPERTY LOCATED AT 115 NORTH PERRY STREET

WHEREAS, the City of Johnstown owns vacant, commercial property located at the following location:

| STREET | ACREAGE | PARCEL ID # |
|---------------------|---------|--------------|
| 115 N. Perry Street | .10 | 162.20-15-10 |

; and

WHEREAS, the City received an offer from Eric Nicholson of Greater Homes & Realty LLC to purchase the property for the amount of \$500.00; and

WHEREAS, it is the judgment of the City to accept the offer of Eric Nicholson of Greater Homes & Realty LLC.

NOW, THEREFORE, BE IT

RESOLVED, that Eric Nicholson of Greater Homes & Realty LLC shall have thirty (30) days from this date to pay the full offer price, along with closing costs; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to Eric Nicholson of Greater Homes & Realty LLC.

Seconded by Council Member Hayner

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | 4 | 1 | | |
| Passed / Failed | | | | |

Adopted by the Common Council on March 20, 2023

Resolution # 24 , 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 3, 2023

Council Member Parker presented the following Resolution and moved its adoption:

EXECUTE A MULTI-AGENCY MUTUAL AID AGREEMENT BETWEEN THE CITY OF JOHNSTOWN, CITY OF GLOVERSVILLE AND FULTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Johnstown Police Department is desirous of entering in to a Multi-Agency Mutual Aid Agreement, attached hereto, with the Fulton County Sherriff's Office and Gloversville Police Department; and

WHEREAS, inter-jurisdictional law enforcement services and assistance (mutual aid) can provide more efficient utilization of law enforcement resources and services, including, but not limited to, public safety dispatch services and animal control services, assistance in the form of personnel and/or equipment, and enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute a Multi-Agency Mutual Aid Agreement with the Fulton County Sherriff's Office and Gloversville Police Department.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on May 15, 2023

Carrie M. Allen, City Clerk

Resolution # , 2023 is hereby approved

Amy Praught, Mayor

**FULTON COUNTY POLICE SERVICES PROPOSED MUTUAL AID AGREEMENT
(OUTSIDE SERVICE BY LOCAL LAW ENFORCEMENT)**

THIS AGREEMENT made this the _____ day of _____, 2023 by and between

The Fulton County Sheriff's Office, a municipal corporation with its principal place of business located at 2712 State Highway 29, in the City of Johnstown, County of Fulton, State of New York, 12095, and

The City of Johnstown Police Department, a municipal corporation with its principal place of business located at 33-41 East Main Street, in the City of Johnstown, County of Fulton, State of New York, 12095; and

The City of Gloversville Police Department, a municipal corporation with its principal place of business located at 3 Frontage Road, in the City of Gloversville, County of Fulton, State of New York, 12078

The parties are sometimes referred to as a "local government" or collectively as "local governments .

RECITALS

WHEREAS, Section 119-0 of the General Municipal Law (GML) permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, S 1 19-n(c) and 1 19-0 GML further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the Fulton County Sheriff's Office, the City of Johnstown, and the City of Gloversville, are all located entirely within the County of Fulton with all of the jurisdictions employing their own full time police departments which currently provide police service exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of interagency law enforcement services on a day-to-day basis;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

- Temporary assignment of public safety dispatchers of one local government to another for purposes of assisting in receiving and dispatching of calls for service; • Temporary assignment of dog control and/or animal control officers of one local government to another should their officer be unavailable due to prior calls for service or inability to respond;
- Conducting joint investigations and executions of warrants;
- Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;
- Developing and maintaining a multi-jurisdictional forensic crime scene response team and on call list;
- Conducting joint responses to high-risk tactical incidents and maintaining a multiple agency tactical team;
- Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list; • Conducting joint training.
- Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency.
- With the goal to pursue consistency in response and possible joint accreditation; and • Sharing of all categories and types of equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on-call specialized investigative teams.

ARTICLE THREE

Power and Authorization

Each party authorizes the officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e., training, large scale preplanned events) should come through the respective Police Chief, Sheriff, or their designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.

ARTICLE SIX

Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

ARTICLE SEVEN

Rules and Regulations

The Sheriff and the Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

ARTICLE EIGHT

Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

For the purposes of this Agreement, when involved in routine law enforcement work of a nonemergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year Written above.

By: _____
Richard C. Giardino, Sheriff
Fulton County Sheriff's Office

By: _____
Scott Horton
Chairman of the Board of Supervisors, Fulton County

By: _____
David F. Gilbo, Chief of Police
Johnstown Police Department

By: _____
Amy Praught, Mayor
City of Johnstown

By: Michael F. Garavelli #435
Michael F. Garavelli, Chief of Police
Gloversville Police Department

By: Vincent DeSantis
Vincent DeSantis, Mayor
City of Gloversville



May 15, 2023

Resolution No. 4, 2023

Council Member Spritzer presented the following Resolution and moved its adoption:

AMEND CHAPTER 11; LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE II - VENDORS

WHEREAS, the Common Council wishes to amend the City of Johnstown Code of Ordinances Chapter 11, Licenses and Miscellaneous Business Regulations, Article II Vendors to include:

- Section 11-203; entitled Exception from Article Provisions, to include the following subsection:
 - H. Barrel Drive / Tag Day. The legislative purpose of this article is to increase the safety of pedestrians, motor vehicle operators and of all persons using the public ways.
 - 1. Applicant must complete and provide information as defined in Section 11-205;
 - 2. No one under the age of 18 shall be involved in the soliciting or collection of monies in or on any city street or roadway or state highway;
 - 3. Police Department, Department of Public Works and Fire Department must approve as to the location of such activity;
 - 4. Any equipment used for event must be signed for and returned in the manner to which it was received.
- Section 11-205; entitled Application for License, to revise language in subsection A:

Any person desiring to procure a license as herein provided shall file with the City Clerk a written application upon a blank form furnished by the City and shall file at the same time satisfactory proof of good character. Application shall be made in writing not less than 30 (thirty) days prior to date of event. Applicant must complete and provide all supporting information. Failure to provide required information or adhere to timelines will result in a delay of approval and / or denial of your Permit.
- Section 11-205; entitled Application for License, to include the following under subsection D:
 - 2. Alcohol shall not be permitted on any public right-of-way or City-owned property during any special event unless a special permit is issued by the City prior to the event. A special permit application is available at the office of the City Clerk. An applicant must submit the special permit application at least 30 (thirty) days prior to the scheduled event. At the time that the application is

submitted, the applicant must be in compliance with all other provisions of this chapter The Police Chief shall have final discretion in granting or denying any special permit authorized by this section.

; and

WHEREAS, a Public Hearing is required so all interested parties may be heard concerning said Ordinance.

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk is hereby authorized to prepare a Notice of Public Hearing and to publish same in the Leader-Herald that a Public Hearing is set for Tuesday, June 20, 2023 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

| | |
|---|--|
| Adopted by the Common Council on May 15, 2023 | Resolution # , 2023 is hereby approved |
| _____ Carrie M. Allen, City Clerk | _____ Amy Praught, Mayor |



May 15, 2023

Resolution No. 5, 2023

Council Member Jeffers presented the following Resolution and moved its adoption:

AMEND ARTICLE II: PARADES, PROCESSIONS, RACES AND SPECIAL EVENTS
OF CITY OF JOHNSTOWN CODE OF ORDINANCES CHAPTER 12,
OFFENSES AND MISCELLANEOUS PROVISIONS

WHEREAS, the Common Council wishes to amend Article II: Parades, Processions, Races and Special Events of the City of Johnstown Code of Ordinances Chapter 12, Offenses and Miscellaneous Provisions, attached hereto; and

WHEREAS, a Public Hearing is required so all interested parties may be heard concerning said Ordinance.

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk is hereby authorized to prepare a Notice of Public Hearing and to publish same in the Leader-Herald that a Public Hearing is set for Tuesday, June 20, 2023 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

| | |
|---|--|
| Adopted by the Common Council on May 15, 2023 | Resolution # , 2023 is hereby approved |
| Carrie M. Allen, City Clerk | Amy Praught, Mayor |

Chapter 12 Offenses and Miscellaneous Provisions

Article II. Parades, Processions, Races and Special Events

12-201 **Permit required.**

No person shall occupy public right-of-way or City-owned property for a special event without a current, valid City permit for the event. No procession, parade, race or special event shall march or proceed along any public highway or public place within the corporate limits of the city at any time, unless a permit to do so has first been obtained from the City Clerk as hereinafter provided. No person shall take part in, aid, form or start any such procession, parade, race or special event without such permit first being obtained.

12-202 **Application for permit.**

All applicants for a permit to use public highways or public places in the city for a procession, parade, race or special event shall file with the City Clerk, not less than 30 (thirty) days prior to the date of the proposed event, a written application therefor. Such application shall state the public highway and public places proposed to be used, the nature and purpose of the event and the number of participants therein.

12-203 **Review of application.**

The City Clerk, upon receiving any such application, shall cause the same to be reviewed by the Police Chief, Fire Chief and City Engineer. Within five (5) days after the filing of such application, shall make a report and recommendation and file the same with the City Clerk. If approved, the City Clerk shall issue a permit authorizing the proposed procession or parade. If the Police Chief recommends denial of the permit the City Clerk shall deny the application for a permit.

12-204 **Grounds for denial of permit.**

The Police Chief, Fire Chief and/or City Engineer may, in their discretion, recommend to the City Clerk denial of a permit if they determine that:

- A.** The procession or parade for which a license is sought conflicts with another procession or parade for which a license is to be or has been issued and which application was made previous to the instant application;
- B.** The procession or parade is to be either for the purpose of advertising any commercial product, goods or event or is designated purely for private profit; or
- C.** By granting of the permit there would be interference with traffic circulation or unreasonable danger to public safety.

12-205 Exceptions.

The provisions of this chapter shall not apply to:

- A.** Procession or parade when all personnel taking part therein are policemen, firemen, members of the Armed Forces of the United States or of the State of New York or officials of governmental units.
- B.** Procession or parade sponsored by a duly chartered veterans organization organized and functioning in the city.
- C.** Students going to and from school classes or participating in school activities, provided that such conduct is under the immediate direction and supervision of the proper school authority.
- D.** Funeral procession.
- E.** Wedding processions.

12-206 Information required.

A permit issued pursuant to this chapter shall specify the name of the organization participating, the name of the person chiefly responsible for the organization of the procession, parade and/or race, the public streets and public places through which it may move and the hours during which it may proceed.

12-207 Interfering with procession.

No person shall drive any motor vehicle between the motor vehicles or persons comprising the procession, parade, race or special event proceeding in accordance with the terms of a permit therefor duly issued by the City Clerk when such motor vehicles or persons are in motion and are conspicuously designated as a procession, parade and/or race, nor shall any person unreasonably hamper, obstruct or interfere with any person, vehicle or animal participating or used in such a procession, parade and/or race.

12-208 Parking restricted.

The Police Chief shall have the authority to prohibit or restrict the parking of motor vehicles along a public street and/or highway constituting a part of the route of a procession, parade, race or special event and to cause signs to such effect to be posted and it shall be unlawful and a violation of this chapter for any person to park or leave unattended any motor vehicle upon any highway or portion thereof in violation of prohibitions so posted on said highway or portion thereof.

12-209 Penalties for offenses.

Any person violating the provisions of this chapter or any part thereof shall be liable for and forfeit a penalty not exceeding \$100 for each offense.

12-210 Fee and Insurance Requirements.

- A.** No fee required.

B. Insurance Requirements – No person conducting business covered under this Section in the streets, alleys, sidewalks, public park or other public places in the City shall be issued a license hereunder until such person shall have furnished to the City Clerk, a liability policy of insurance, having the following policy limits:

| | |
|------------------------------|--------------|
| Bodily injury per person | \$ 50,000.00 |
| Bodily injury per occurrence | \$100,000.00 |
| Property Damage | \$ 25,000.00 |

1. The insurance company issuing the policy shall be licensed and admitted to do business in New York State.
2. The policy shall designate, by manufacturer, year, make, model and vehicle or serial identification number, all commercial vehicles for which coverage is granted.
3. The policy shall insure the person named in the policy and any other person using any equipment and/or vehicle with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the applicant's activities in New York.
4. The policies shall name the City as an additional insured on a primary and noncontributory basis

12-211 Limitations on Special Events.

1. Special event permits shall be limited to no more than two (2) consecutive days per event and shall be limited to the hours between 6:00 a.m. and 9:00 p.m. unless otherwise expressly authorized by the City.
2. Alcohol shall not be permitted on any public right-of-way or City-owned property during any special event unless a special permit is issued by the City prior to the event. A special permit application is available at the office of the City Clerk. An applicant must submit the special permit application at least 30 (thirty) days prior to the scheduled event. At the time that the application is submitted, the applicant must be in compliance with all other provisions of this chapter. The Police Chief shall have final discretion in granting or denying any special permit authorized by this section.

12-212 Additional Provisions

1. A certified check or cash in the amount of One Hundred Dollars (\$100.00) shall be required to be posted and filed as and for a security deposit in addition to said insurance policy and not in lieu thereof, to insure the payment of the cost and expense of the clean and/or repair to the street, alleys, sidewalks, public park, or other public place. The said sum of money shall be refunded at the conclusion of the activity for which the license was obtained

provided that the public premises upon which the licensed activity was conducted is, at the conclusion of such activity, left in the same condition as it existed at the commencement of such activity.

2. Any city equipment used for event must be signed for and returned in the manner to which it was received.
3. Vendors – Pursuant to Chapter 11, Section 11-202 No Vendor shall sell goods, wares or other merchandise or services except milk, newspapers and periodicals within the corporate limits of the City of Johnstown or by telephone within the city without obtaining the appropriate license to do so from the City Clerk. Any person desiring to procure a license shall file with the City Clerk a written application upon a blank form furnished by the City and shall file at the same time satisfactory proof of good character.

Resolution No. 6 2023

Council Member Hayner presented the following Resolution and moved its adoption.

ADVERTISE FOR PUBLIC HEARING TO ADOPT LOCAL LAW #1, 2023 TO AMEND
ARTICLE 4; SECTION C 4.0 OF THE JOHNSTOWN CITY CHARTER

WHEREAS, the Common Council wishes to adopt Local Law #1, attached hereto as Schedule "A", to amend the Johnstown City Charter; and

WHEREAS, a Public Hearing is required so all interested parties may be heard.

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk be and she is hereby authorized and directed to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, the official newspaper of the City of Johnstown, which Public Hearing is set for Tuesday, June 20, 2023 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which anyone interested or affected may be heard.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on May 15, 2023

Resolution # , 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

LOCAL LAW # 1 - 2023

LOCAL LAW AMENDING THE CHARTER FOR THE CITY OF JOHNSTOWN

BE IT ENACTED by the Common Council of the City of Johnstown, New York, as follows:

Article 4. Section C-4.0; General Powers and Duties of the City Treasurer

12. Have such other additional functions, powers and duties as may be prescribed by state law by local law or ordinance of the Common Council.
 - a. Pursuant to the General Municipal Law and the General Obligations Law, the city may impose the maximum fee of \$20 as a service charge or processing fee for returned/dishonored check.



May 15, 2023

Resolution No. 7, 2023

Council Member Miller presented the following Resolution and moved its adoption:

ADVERTISE FOR PUBLIC HEARING TO AMEND THE CODE OF ORDINANCES; CHAPTER 20, SECTION 20-205. ENTITLED ONE-WAY STREETS; DESIGNATION, EFFECT

WHEREAS, the Common Council has authority to designate streets or parts of streets where parking time limits have been established, and shall cause such streets to be marked by suitable signs or other devices indicating the parking time limits and the periods when such time limits shall be in effect; and

WHEREAS, the Common Council wishes to amend the City of Johnstown Code of Ordinances, Chapter 20, Section 20-205, entitled One-Way Streets; designation, effect, to include the following in subsection (c) Schedule of Streets:

East First Avenue – “One-Way” east between North Perry Street and Glebe Street, during the hours of 7:00am to 9:00am and 2:00pm to 4:00pm

; and

WHEREAS, a Public Hearing is required so all interested parties may be heard concerning said Ordinance.

NOW, THEREFORE BE IT

RESOLVED, that the City Clerk is hereby authorized and directed to prepare a Notice of Public Hearing and to publish same in the Leader-Herald, that a Public Hearing is set for Tuesday, June 20, 2023 at 6:00 p.m. in the Common Council Chambers, City Hall, Johnstown, New York, at which time anyone interested or affected may be heard; and be it further

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on May 15, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



May 15, 2023

Resolution No. 8, 2023

Council Member Parker presented the following Resolution and moved its adoption:

AUTHORIZE TREASURER TO FOLLOW REAL PROPERTY LAW 112,
AS IT RELATES TO THE COLLECTION OF PROPERTY TAXES

WHEREAS, the City of Johnstown Charter Section C-5.3 states that the City Treasurer shall enforce the payment of all such unpaid taxes; and

WHEREAS, the City of Johnstown Charter contains permissive language stating that the liens may be redeemed in chronological order, so that the lien with the oldest lien date may be redeemed first and the lien with the newest lien date is released last; and

WHEREAS, the Treasurer desires to follow New York State Real Property Law Section 1112; Redemption of property subject to more than one tax lien:

1. When a tax district holds more than one tax lien against a parcel, the liens need not be redeemed simultaneously. However, the liens must be redeemed in reverse chronological order, so that the lien with the most recent lien date is redeemed first, and the lien with the earliest lien date is redeemed last. Notwithstanding the redemption of one or more of the liens against a parcel as provided herein, the enforcement process shall proceed according to the provisions of this article as long as the earliest lien remains unredeemed.
2. (a) When one or more liens against a parcel are redeemed as provided herein, but the earliest lien remains unredeemed, the receipt issued to the person redeeming shall include a statement in substantially the following form: "This parcel remains subject to one or more delinquent tax liens. The payment you have made will not postpone the enforcement of the outstanding lien or liens. Continued failure to pay the entire amount owed will result in the loss of the property."
(b) Failure to include such a statement on the receipt shall not invalidate any tax lien or prevent the enforcement of the same as provided by law.
3. When all of the liens against the parcel have been redeemed, a certificate of redemption shall

be issued upon request, as provided by section eleven hundred ten of this article.

NOW, THEREFORE, BE IT

RESOLVED, that the permissive language in the Charter allows the Treasurer the option of how they collect taxes; and be it further

RESOLVED; the Common Council finds it in the best interest of the City and authorizes the Treasurer to follow and comply with the Real Property Tax Law of the State of New York, Section 1112 as it relates to the Collection of Property Taxes.

Seconded by _____

Adopted by the following vote:

| | YES | | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | | |
| RESULT | Passed / Failed | | | | |

| | |
|---|--|
| Adopted by the Common Council on May 15, 2023 | Resolution # , 2023 is hereby approved |
| _____ Carrie M. Allen, City Clerk | _____ Amy Praught, Mayor |



Resolution No. 9, 2023

Council Member Spritzer presented the following Resolution and moved its adoption:

ENTER INTO AN AGREEMENT WITH THE GREATER JOHNSTOWN SCHOOL DISTRICT TO PROVIDE A SCHOOL RESOURCE OFFICER

WHEREAS, the City of Johnstown wishes to enter into an Agreement with the Greater Johnstown School District, attached hereto, to provide a School Resource Officer (SRO); and

WHEREAS, the purpose of this Agreement is to safeguard children and the school community and support a positive educational and social climate within the Greater Johnstown School District; and

WHEREAS, this Agreement shall commence on July 1, 2023 through June 30, 2024 and may be renewed, with mutual consent of all parties, for the following year.

NOW, THEREFORE BE IT,

RESOLVED, that the Mayor is hereby authorized to execute the attached Agreement between the City of Johnstown and Greater Johnstown School District for a School Resource Officer, for services beginning July 1, 2023 through June 30, 2024.

Seconded by Council Member _____

Adopted by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Ward 1 – Council Member Hayner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 2 – Council Member Miller | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 3 – Council Member Parker | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ward 4 – Council Member Spritzer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Council Member-at-Large Jeffers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTALS | | | | |
| RESULT | Passed / Failed | | | |

Adopted by the Common Council on May 15, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

AGREEMENT

THIS AGREEMENT, made this 16th day of May, 2023

By and Between

City of Johnstown (City), a municipal corporation duly organized under the laws of the State of New York and having offices at 33-41 East Main Street, Johnstown, New York 12095, by and through the Johnstown Police Department (Police) with offices located at 33-41 East Main Street, Johnstown, New York 12095,

-and-

Greater Johnstown School District (District), a New York State public school district with principal offices located at 1 Sir Bill Circle, Johnstown, New York 12095;

RECITALS

WHEREAS, the CHIEF of POLICE employs Officers capable of service as School Resource Officers (SROs) to perform community-policing services in schools located within the CITY; and

WHEREAS, the DISTRICT wishes to have one SRO assigned to its schools for that purpose during the academic school year July 1, 2023 through June 30, 2024 with the option for renewal periods; and the initial contract commencing on or about July 1, 2023, and running through June 30, 2024 with an option to renew commencing July 1, 2024, with a mutually agreed upon written renewal request due by April 1, 2024, to effectuate the first renewal term; and

WHEREAS, the CITY and CHIEF of POLICE are willing to assign one SRO to the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration in receipt of which is hereby acknowledged, the parties agree as follows:

Purpose:

This agreement sets forth the terms under which the CITY will provide on SRO to the DISTRICT.

Agreement Term:

The commencement date for the provision of services pursuant to this Agreement shall be for services rendered between July 1, 2023 through June 30, 2024, unless terminated as provided herein. CITY and CHIEF of POLICE shall commence providing one SRO on campus on a date to be mutually agreed upon by CHIEF OF POLICE and DISTRICT, which date shall be no earlier than September 1, 2023, or as soon thereafter as possible.

Renewal:

This Agreement may be renewed on the mutual consent of the parties for July 1, 2024 — June 30, 2025, so long as such renewal is mutually agreed upon in writing by April 1, 2024. Renewal shall not occur unless both parties agree, in writing to renew.

Provision of Service:

Upon direction and approval from the CHIEF OF POLICE, the CITY and the CHIEF OF POLICE agree to provide the following services:

1. Assignment of one full-time SROs to provide services to the DISTRICT annually for the 10-month period of the 2023-2024 School Year; and
2. The SRO assigned to the DISTRICT shall carry out the responsibilities pursuant to the established job duties set forth in **Schedule A** attached hereto and made a part of this Agreement; and
3. If the assigned SRO is not available on any school day, the CHIEF OF POLICE will be required to provide a substitute SRO; and
4. The provision by the CHIEF OF POLICE of any SRO to the DISTRICT shall be required on a Monday through Friday basis with additional days over weekends or school scheduled holidays as requested by the DISTRICT. Overtime for additional duties will be the responsibility of the CITY. The SRO will be assigned to the District for 10-months having school holiday or break days off that the school is off as provided in the district calendar as would apply to any 10-month DISTRICT employee; and any snow or emergency days when school is not in session. In the event of a snow day or emergency closure of school, the SRO will report if academic staff are required to report. If not needed as an SRO on particular days, the SRO can be reassigned as needed by the CHIEF of POLICE.

Selection; Supervision; and Professional Status of SRO:

The selection, supervision and professional status of the SROs assigned to the DISTRICT shall be governed by the following terms:

1. The SRO to be assigned to the DISTRICT shall be selected by the CHIEF OF POLICE in conjunction with, and subject to the approval of, the DISTRICT'S Superintendent of Schools, DISTRICT'S SCHOOL BOARD and/or the Superintendent's designee including administrators, to ensure an appropriate match of skills, personality, and approach.
2. The SRO shall at all times be an employee of the CITY/CHIEF OF POLICE. The SRO is not an employee of the DISTRICT, and the SRO's terms and conditions of employment including wages, benefits, time-off, fringe benefits, and disciplinary procedures, shall be governed by the Collective Bargaining Agreement between the CITY and the Johnstown Police Benevolent Association. With the exception of the hours assigned to the DISTRICT by the CHIEF OF POLICE nothing in this Agreement shall alter or supersede those terms and conditions of the Union Contract.
3. Direct supervision of the SRO shall be in accordance with the chain of command of the CHIEF OF POLICE's Office as established by the CHIEF OF POLICE.
4. The CHIEF OF POLICE and the DISTRICT shall each name a primary contact person from their respective organizations for the purposes of administering this agreement and the SRO program.

5. The DISTRICT, through the Superintendent or the Superintendent's designee, will immediately communicate any concerns about the SRO's effectiveness or conduct, and any disciplinary issues with respect to the SRO, to the CHIEF OF POLICE, or his designee, who will investigate and resolve such issues administratively. Copies of any and all evaluations, commendations, complaints or supporting information related to the performance or actions of the SRO shall be provided to the CHIEF OF POLICE to be maintained in accordance with law.
6. If the DISTRICT, through the Superintendent or the Superintendent's designee deems that the resolution of any issue, or any unresolved issue, is detrimental to the effectiveness of the SRO or creates a likelihood of disruption to the educational environment, the SRO shall be replaced with a new SRO mutually acceptable to the CHIEF OF POLICE and the DISTRICT.
7. The SRO shall at all times be first and foremost a sworn CITY Police Officer, fully trained and certified under the laws of the State of New York, who is mandated by law to enforce the law, intercede in crimes in progress, investigate criminal activity whether or not on the school campus and will take appropriate enforcement action as mandated by law.
8. The SRO will, upon request, act in support of DISTRICT and/or Building administrators to advance the mission of the DISTRICT and to help ensure the health, welfare, and safety of the District's students, faculty, staff, and other members of the DISTRICT community.
9. The SRO provided by the CHIEF OF POLICE and the CITY shall be fully equipped with all equipment provided by the CHIEF of POLICE to Johnstown Police Officers; including, but not limited to, uniforms, body armor, firearms, radio, and patrol car. The 100% cost of all required training, equipment, salary and benefits shall be the responsibility of the CITY.
10. The SRO will maintain all necessary certifications and will remain current on training necessary to allow him/her to discharge his duties as a member of the Office of the CHIEF of POLICE and the District's SRO, including but not limited to the training required to allow the SRO to carry and discharge a firearm in the course of their duties.

Duties and Schedule of the SRO:

The SRO assigned to the DISTRICT shall serve as an immediate 10-month resource to District officials, professional staff, and students, and in the roles of law enforcement officer, educator, and advisor shall perform duties including, but not limited to:

1. Maintaining a presence in the DISTRICT and primarily the Johnstown High School, Knox Middle School, and, to a lesser extent, all other District school buildings, with a focus on creating a peaceful and safe learning environment for students, faculty, staff, and visitors by proactively working to eliminate safety threats, school related crime and disorder, and by working to enhance the quality of life of members of the school community.
2. Responding immediately to ensure safety in times of crisis or conflicts and providing follow-up to proactively prevent future problems.
3. Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities in

close coordination with the respective building principal or designee.

4. Functioning as a resource to the school community, including staff, students, and their families, for collaborative problem solving and the encouragement of information-sharing to increase safety and security in the school and community.
5. Making presentations to students, faculty and staff, officials, parents and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety and other related community policing issues.
6. The SRO shall not be expected or required to primarily handle violations of the DISTRICT's Code of Conduct, and shall not supplement, supplant, or circumvent the responsibilities of building administrators and others within the DISTRICT responsible for enforcement of the Code of Conduct. However, the SRO may be requested to assist in the handling of Code of Conduct violations as DISTRICT security, a witness, and/or where the violation would otherwise involve contact with law enforcement, or in situations where a law enforcement officer would intercede regardless of SRO status.
7. The SRO shall be assigned to provide service to the DISTRICT on each regular school day and days when 10-month employees are otherwise required to report to the DISTRICT for an eight (8) hour shift and may, when warranted by the situation or circumstances, have a presence extended beyond the regular school day or regular day when 10-month employees are otherwise required to report to the DISTRICT. Any such extension beyond the regular day must be cleared with a CHIEF OF POLICE supervisor by the SRO prior to the commencement of such extension in accordance with the Office of the CHIEF of POLICE overtime policies and practices.
8. The SRO shall also be assigned to provide service to the DISTRICT on days when students are not in attendance as would be consistent with other 10-month employees of the DISTRICT, for scheduled professional development or preparation for the upcoming school year; on such days, the SRO's responsibilities may include opportunities for professional development, program evaluation, and program enhancement. If the SRO is not required or requested by the DISTRICT to attend professional development on those days or be in attendance for SRO duties, they will not be required to be on campus and can return to the City of Johnstown Police Department at those times or on those days if there are no items that can be accomplished towards the maintenance of the Professional Status of the SRO, including, but not limited to, the requirements of "Duties and Schedule of the SRO (10)". The days required of the SRO shall be in the discretion of the DISTRICT prior to use by the CITY where SRO presence is not required at the DISTRICT.
9. Any training or professional development to be provided to the SRO by the DISTRICT must be communicated by the SRO to the CHIEF of POLICE, and approved by the CHIEF of POLICE prior to attendance of the SRO to ensure that said training or professional development is consistent with the policies and procedures of the CHIEF of POLICE and that appropriate training materials, certificates of completion, attendance records, etc. are collected and maintained by the CHIEF of POLICE in accordance with applicable policies and laws.
10. Training and similar professional requirements of the CHIEF of POLICE may from time to time impact the availability and service of the SRO. The CHIEF of POLICE shall notify the DISTRICT in advance of scheduled absences due to such professional requirements. In such case,

no alternate SRO will be provided to the DISTRICT by the CHIEF of POLICE. Such training and similar professional requirements shall be prioritized for days when the SRO is not already required to report to work for the District, where possible. Except in the case of extreme emergency, the SRO shall not be called to respond to any non- school related situation during the SRO's regular workday.

Facilities and Resources to be Provided to the SRO:

1. The DISTRICT shall provide an office, in a location mutually agreed upon by the CHIEF of POLICE and the DISTRICT, for use by the assigned SRO.
2. The DISTRICT shall provide a designated parking spot for the SRO at and in close proximity to the SRO's assigned office.
3. The DISTRICT shall provide the following office equipment and furnishings for the SRO at said office location: a desk; a desk chair; two office chairs; one personal computer with internet connectivity; one computer monitor; one printer; and one phone. In addition, the DISTRICT shall allow the SRO to access and use a school photocopier near the SRO's assigned office.

Provision of Additional Police Officer Services:

The CITY and CHIEF of POLICE agree to provide the following additional Police Officer Services:

1. Assignment of the full-time SRO to the DISTRICT shall not affect the duties of other Police Officers or preclude their appropriate presence on or near school campuses, or on or near off-campus school facilities or events.
2. The DISTRICT may request, the provision of Police Officer Services for DISTRICT and school activities and functions outside the regular school day or at locations other than the school campuses; such services shall be requested by email through the CHIEF of POLICE's primary contact as identified above. Any such assignment which is not an extension of the SRO's scheduled workday, or which is performed by a Police Officer other than the SRO, shall be for a minimum of one (1) hour.
3. Additional overtime for the SRO assigned to the DISTRICT beyond minor extensions of the regular workday or overtime assignments for any other Police Officer cannot be authorized by the SRO and must be pre-arranged between the CHIEF of POLICE and DISTRICT's primary contacts as such agreements commit CHIEF of POLICE resources and create a financial responsibility for the CITY.

Payment:

In consideration of the services provided by the CITY and CHIEF of POLICE, the DISTRICT and CITY agree to pay for the following services:

1. The DISTRICT will pay the City a flat fee of \$60,000 for the assignment of one SRO's service for 40 hours per week (*1,720 hours, annually – the equivalent of 10 months*)

2. The CITY will pay all labor/employment/benefits costs related to the position other than the aforementioned DISTRICT Flat fee responsibility. This means health insurance, retirement, all contractual benefits.
3. The CITY will pay all labor/employment/benefits costs related to the SRO when said SRO is assigned to the DISTRICT or CITY/CHIEF of Police.
4. The CITY will be responsible for any overtime created by the SRO and approved by the Chief of Police, or his designee, while assigned to the District for the months as set forth in this agreement.
5. The DISTRICT shall pay the CITY Fifteen thousand dollars (\$15,000) four times a year. The first bill shall be tendered within 30 days of the three months from the starting date of the SRO (*October 1*), and every three months thereafter (*January 1, April 1, July 1*). Any payment not received by the CHIEF of POLICE/CITY within thirty days after the tendering of the quarterly invoice, shall be subject to a late payment penalty of 1% of the District's salary portion (*10 months*) per month.

Termination:

Either party may terminate this Agreement by giving the other Party sixty (60) days written notice.

Indemnification of City:

The DISTRICT shall indemnify and save harmless the CITY from and against any and all claims which either:

1. Arise from and are in connection with the provision of school resource officer services to the District under this AGREEMENT.
2. Arise from or are in connection with any act or omission of the CITY or CITY's agents regarding the provision of school resource officer services to the DISTRICT under this AGREEMENT.
3. Arising from any activity carried on by the CITY regarding the provision of school resource officer services to the DISTRICT under this AGREEMENT.

The DISTRICT shall pay for and defend any actions, suits, and proceedings which may be brought against the CITY or in which the CITY may be impleaded, with respect to the provision of school resource officer services to the DISTRICT under this AGREEMENT.

DISTRICT shall pay for, satisfy and discharge any judgments, orders and decrees which may be imposed upon or recovered against CITY regarding the provisions of school resource officer services to the DISTRICT under this AGREEMENT.

Notwithstanding the entirety of the above indemnification, the DISTRICT shall not be obligated to indemnify the CITY for any claim where:

1. The SRO is performing duties for the CHIEF OF POLICE and/or CITY that are not within the purview of SRO duties, including but not limited to, days when the SRO is not needed by the DISTRICT and has been re-assigned by the CHIEF OF POLICE and/or CITY to perform non-SRO duties.
2. The claims arise out of issues which are under the exclusive supervision, responsibility, and/or control of the CHIEF OF POLICE and/or CITY, including but not limited to, the maintenance of SRO standards and requirements and/or law enforcement officer training requirements and/or certifications.
3. The conduct constitutes willful misconduct or criminal activity.

Default:

Any occurrence of any of the following shall be considered an Event of Default:

1. Non-Payment: The failure of the DISTRICT to make any payments required under this Agreement, except pursuant to paragraph "Address for Notices" where the CITY has put the DISTRICT on notice of the non-payment default and the DISTRICT has proceeded diligently to cure the default.
2. Other Failure to Perform: The failure by either the CHIEF OF POLICE/CITY or the DISTRICT to perform and/or comply with any term, covenant or condition required under this Agreement.

Remedies:

In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default.

Address for Notices:

Any notice or other communication required or contemplated under this Agreement to be given by one Party to the other in writing shall be delivered personally or mailed by first class mail, postage prepaid or sent by electronic transmission (email) to the following addresses:

If to the CHIEF of POLICE, to
David Gilbo, CHIEF of POLICE
Johnstown Police Department
33-41 East Main Street
Johnstown, New York 12095
dgilbo@cityofjohnstown.ny.gov

-and-

Amy Praught, Mayor
City of Johnstown
33-41 East Main Street
Johnstown, New York 12095
apraught@cityofjohnstown.ny.gov

If to the District, to
Dr. William T. Crankshaw, Superintendent
GJSD Central Administration Offices
1 Sir Bill Circle
Johnstown, New York 12095
wcrankshaw@johnstownschoools.org

Any notice delivered personally shall be deemed to have been given and received on the business day next following the day of delivery. Any notice sent by US mail shall be deemed to have been given and received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

Execution in Counterparts:

To allow the Parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either Party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

Entire Agreement:

This Agreement embodies the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings (written or oral) of the Parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the Parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an Agreement in writing signed by both Parties.

Governing Law and Venue:

The laws of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Fulton County, New York, and action must be commenced in the Fulton County or Supreme Court.

Modification:

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

Severability:

In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

Paragraph Titles:

The titles or headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

Waiver:

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the waiving party.

Approval:

This Agreement is subject to the approval of the governing bodies of the DISTRICT and CITY.

Meaning of Terms:

Payment by the DISTRICT of ten months (10) of the SRO salary will include costs associated with any and all salary and over-time when working in the capacity as the SRO during that period, (*overtime associated with regular Police Officer overtime not associated with the school shall be excluded*); the CITY will pay two (2) months of the SRO salary and the full 12-month cost of benefits including health insurance, workman's compensation, retirement, and all other benefits normally provided by the CITY provided to Police Officers under the PBA Contract or under other policies of the CITY including retirement contributions. This list is not exhaustive but for illustrative purposes only.

Additionally, any salary increases or benefit increases during the term of the contract shall be covered by the DISTRICT and CITY proportionately.

[Signature Lines on Next Page]

CITY of JOHNSTOWN

Date: _____

By: _____
Amy Praught, Mayor

Date: _____

By: _____
David Gilbo, Chief of Police

Date: _____

By: _____
Michael M. Albanese, City Attorney

GREATER JOHNSTOWN SCHOOL DISTRICT

Date: _____

By: _____
William Crankshaw, Superintendent

Date: _____

By: _____
David D'Amore, Board of Education President

SCHEDULE A

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by the Superintendent and/or designee;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders;
4. The SRO shall act as a liaison for other law enforcement officers in matters regarding School District policies while on school grounds;
5. The SRO in pursuing the performance of their duties shall coordinate and communicate with the school principal;
6. The SRO shall develop an expertise in presenting various subjects; including but not limiting to lockdown procedures, bullying, drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
7. Encourage group discussions about law enforcement with students, faculty and parents;
8. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions;
9. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
10. Perform such duties as described herein as requested by the school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected;
11. The SRO shall familiarize himself/herself with and shall abide by School District policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School District insofar as same shall be in harmony with standard police practices and standing general orders;
12. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;

13. The SRO shall affirm the role of law enforcement officer by wearing the uniform of the Johnstown Police Department Office at all times unless doing so would be inappropriate for scheduled school activities, deemed so by the Chief of Police and Superintendent and/or their delegates. The uniform shall be worn at events where it will enhance the image of the SRO and their ability to perform their duties.
14. The Primary role of the SRO shall be the safety and security of the school including all students and staff. As such, the SRO shall be equipped and ready to immediately respond to all internal and external threats.